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सं. 32] नई दिल्ली, अगस्त 1—अगस्त 7, 2010, शनिवार/श्रावण 10—श्रावण 16, 1932
No. 32] NEW DELHI, AUGUST 1—AUGUST 7, 2010, SATURDAY/SHRAVANA 10—SHRAVANA 16, 1932

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

गृह मंत्रालय

नई दिल्ली, 23 जुलाई, 2010

का.आ. 1912.—सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 में प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, गृह मंत्रालय, भारत सरकार के दिनांक 16 नवम्बर, 2009 की अधिसूचना संख्या एस.ओ. 3119 जो कि दिनांक 21 नवम्बर, 2009 को भारत के राजपत्र, भाग-2 उप सेक्शन (ii) में प्रकाशित हुई है, में संशोधन करती है :—

उपर्युक्त अधिसूचना के क्रम संख्या 1 के कालम 3 में शब्द "एवं राजारहट, न्यू टाउन" को हटाया जाता है।

[फा. सं. ए-11-14/98-2009-प्रशासन-1 (पूर्वी सेक्टर)-गृह मंत्रालय-पी.एफ.-III]

एच. कामसुआन्थंग, अवर सचिव

MINISTRY OF HOME AFFAIRS

New Delhi, the 23rd July, 2010

S.O. 1912.—In exercise of the powers conferred by Section 3 of the Public premises (Eviction of unauthorized Occupants) Act, 1971 (40 of 1971), the Central Government hereby amends the notification of the Government of India,

Ministry of Home Affairs No. S.O. 3119 dated the 16th November, 2009 published in the Gazette of India, Part II, Section (3), Sub-section (ii), dated the 21st November, 2009, namely :—

In the said notification, against Sl. No. 1, in column 3, the words "and Rajarhat, New Town" shall be omitted.

[F. No. A.II-14/98-2009-Adm. I (ES)-MHA-PF. III]

H. KAMSUANTHANG, Under Secy.

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 27 जुलाई, 2010

का.आ. 1913.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, हरियाणा राज्य सरकार, गृह विभाग, चंडीगढ़ की अधिसूचना सं. 20/5/2010-3 एचजी-1 दिनांक 4 जून, 2010 द्वारा प्राप्त सहमति से तेजास गावा के अपहरण के संबंध में भारतीय दंड संहिता, 1860 (1860 का अधिनियम सं. 45) की धारा 364 और 307 तथा शस्त्र अधिनियम, 1959 (1959 का अधिनियम सं. 54) की धारा 25, 54 और 59 के अधीन पुलिस स्टेशन माडल टाउन, पानीपत

में दर्ज एफआईआर सं. 531 दिनांक 12-12-2008 के अन्वेषण के लिए तथा उपर्युक्त के संबंध में प्रयास, दुष्प्रेरण तथा घड्यंत्र तथा इसी संव्यवहार के क्रम में या उन्ही तथ्यों से उद्भूत किसी अपराध/अपराधों के संबंध में दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार एतद्द्वारा सम्पूर्ण हरियाणा राज्य के संबंध में करती है।

[सं. 228/48/2010-ए.वी.डी-II]

मुकेश चतुर्वेदी, अवर सचिव

**MINISTRY OF PERSONNEL, PUBLIC
GRIEVANCES AND PENSIONS**

(Department of Personnel and Training)

New Delhi, the 27th July, 2010

S.O. 1913.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Haryana, Home Department, Chandigarh, vide Notification No. 20/5/2010-HG-I dated 4th June, 2010, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Haryana for Investigation of FIR No. 531 dated 12-12-2008 under Sections 364 and 307 of Indian Penal Code, 1860 (Act No. 45 of 1860) and Sections 25, 54 and 59 of the Arms Act, 1959 (Act No. 54 of 1959) registered at Police Station Model Town, Panipat relating to kidnapping of Tejas Gaba and attempts, abetments and conspiracies in relation to or in connection with the above mentioned offences and any other offence/offences committed in course of the same transaction or arising out of the same facts.

[No. 228/48/2010-AVD-II]

MUKESH CHATURVEDI, Under Secy.

नई दिल्ली, 30 जुलाई, 2010

का.आ. 1914.—केन्द्रीय सरकार एतद्द्वारा अपराध प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए गुजरात राज्य में सत्र न्यायालय एवं जिला न्यायालय तथा गुजरात उच्च न्यायालय में लंबित आरसी 4 (एस)/2010-एससीबी/मुंबई (सोहराबुद्दीन शेख की कथित नकली मुठभेड़) में सर्वश्री के.टी.एस. तुलसी और महिन एन. प्रधान, एडवोकेटों को अपीलों, पुनरीक्षणों या इससे संबंधित अन्य मामलों तथा सम्बद्ध मामलों या गुजरात के उच्च न्यायालय में या अन्य किसी सक्षम क्षेत्राधिकार में संचालन करने के लिए विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[सं. 225/34/2010-ए.वी.डी-II]

मुकेश चतुर्वेदी, अवर सचिव

New Delhi, the 30th July, 2010

S.O. 1914.—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints S/Shri K.T.S. Tulsı and Maheen N. Pradhan Pal Singh, Advocates as Special Public Prosecutor for conducting prosecution of cases RC. 4(S)/2010-SCB/Mumbai (alleged fake encounter of Sohrabuddin Sheikh) pending in the Gujarat High Court and in the District and Sessions Court in the State of Gujarat and appeals, revision and any other matter connected therewith or incidental thereto in the High Court of Gujarat and any other court of competent jurisdiction.

[No. 225/34/2010-AVD-II]

MUKESH CHATURVEDI, Under Secy.

कार्यालय आयुक्त, केन्द्रीय उत्पाद शुल्क, सीमा शुल्क एवं सेवाकर

भोपाल, 7 जुलाई, 2010

सं. 09/2010

का. आ. 1915.—श्री आर. पी. खरे एवं श्री ए. कं. मिश्रा अधीक्षक समूह "ग" केन्द्रीय उत्पाद शुल्क, सीमा शुल्क एवं सेवा कर आयुक्तालय, भोपाल से निवर्तन की आयु प्राप्त करने पर, दिनांक 30 जून, 2010 के अपरान्त में शासकीय सेवा से निवृत्त हुए।

[फा. सं. II (25)/01/2000/स्था.-I/2199]

देवज्योति भट्टाचार्य, अपर आयुक्त (का. एवं स.)

**OFFICE OF THE COMMISSIONER, CUSTOMS,
CENTRAL EXCISE AND SERVICE TAX**

Bhopal, the 7th July, 2010

No. 09-2010

S.O. 1915.—The officers of Customs & Central Excise Commissionerate, Bhopal having attained the age superannuation retired from Government Service on the dates mentioned before their name : —

S. No.	Name of the Officer	Designation	Date of retirement on Superannuation
1.	Shri R. P. Khare	Superintendent	30-06-2010
2.	Shri A. K. Mishra	Superintendent	30-06-2010

[C. No. II(25)/01/2000/El. I/8136]

D. BHATTACHARYA, Addl. Commissioner (P&V)

भोपाल, 22 जुलाई, 2010

सं. 10/2010

का. आ. 1916.—श्री नंदराम कश्यप, कर सहायक, केन्द्रीय उत्पाद शुल्क, प्रभाग-सागर, आयुक्तालय भोपाल का निधन दिनांक 09-06-2010 को हो गया है।

[पत्र सं. II(25)/01/2000/स्था.-I/2396]

डी. भट्टाचार्य, अपर आयुक्त (का./स.)

Bhopal, the 22nd July, 2010

No. 10/2010

S.O. 1916.—Shri Nandram Kashyap, T.A., Central Excise & Customs, Div. Sagar, Bhopal Commissionerate has passed away on 09-06-2010.

[F. No. II(25)01/2000/Et. I/8744]

D. BHATTACHARYA, Addl. Commissioner (P&V)

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 26 जुलाई, 2010

का.आ. 1917.—राष्ट्रीय कृषि और ग्रामीण विकास बैंक अधिनियम, 1981 की धारा 7 की उपधारा (2) के साथ पठित धारा 6 की उपधारा (1) के खण्ड (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करके, एतद्वारा, भारतीय रिजर्व बैंक के केन्द्रीय बोर्ड के श्री लक्ष्मी चन्द तथा श्रीमती शशि राजगोपालन को दिनांक 16-10-2012 तक की अवधि के लिए अथवा भारतीय रिजर्व बैंक के केन्द्रीय बोर्ड में सरकार द्वारा उनके उत्तराधिकारी की नियुक्ति की तिथि तक अथवा अगले आदेशों तक, जो भी पहले हो, राष्ट्रीय कृषि और ग्रामीण विकास बैंक (नाबार्ड) के निदेशक मण्डल में निदेशक के रूप में पुनः नामित करती है।

[फा. सं. 7/4/2004-बीओ-1]

सुमिता डावरा, निदेशक

MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 26th July, 2010

S.O. 1917.—In exercise of the powers conferred by clause (c) of sub-section (1) of Section 6 read with sub-section (2) of Section 7 of the National Bank for Agriculture and Rural Development Act, 1981, the Central Government, in consultation with Reserve Bank of India, hereby renominates Shri Lakshmi Chand and Smt. Shashi Rajagopalan from the Central Board of Reserve Bank of India as Directors on the Board of Directors of National Bank for Agriculture and Rural Development (NABARD) for a period upto 16-10-2012 or the day their successor is appointed by the Government on the Central Board of Reserve Bank of India or until further orders, whichever is earlier.

[F. No. 7/4/2004-BO. I]

SUMITA DAWARA, Director

नई दिल्ली, 27 जुलाई, 2010

का.आ. 1918.—राष्ट्रीय कृषि और ग्रामीण विकास बैंक अधिनियम, 1981 (1981 का 61) की धारा 6 की उपधारा (1) के खण्ड (ड) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार,

एतद्वारा, निम्नलिखित व्यक्तियों को इस अधिसूचना के जारी होने की तिथि से तीन वर्षों की अवधि के लिए राष्ट्रीय कृषि और ग्रामीण विकास बैंक (नाबार्ड) के निदेशक मण्डल में निदेशक के रूप में नियुक्त करती है :—

1. प्रधान सचिव (कृषि)/कृषि उत्पादन आयुक्त, बिहार सरकार, पटना।
2. प्रधान सचिव (कृषि)/कृषि उत्पादन आयुक्त, राजस्थान सरकार, जयपुर।

[फा. सं. 7/4/2009-बीओ-1]

सुमिता डावरा, निदेशक

New Delhi, the 27th July, 2010

S.O. 1918.—In exercise of the powers conferred by clause (e) of sub-section (1) of Section 6 of the National Bank for Agriculture and Rural Development Act, 1981, (61 of 1981), the Central Government hereby appoints the following persons to be the directors on the board of directors of National Bank for Agriculture and Rural Development (NABARD) for a period of three years with effect from the date of issue of this notification :—

1. Principal Secretary (Agriculture)/Agricultural Production Commissioner, Government of Bihar, Patna.
2. Principal Secretary (Agriculture)/Agricultural Production Commissioner, Government of Rajasthan, Jaipur.

[F. No. 7/4/2009-BO.-I]

SUMITA DAWARA, Director

नई दिल्ली, 29 जुलाई, 2010

का.आ. 1919.—राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खण्ड 3 के उप खण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा (3ज) और (3-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री एन वी आर रेड्डी (जन्म तिथि 21-06-1952) को अधिसूचना की तारीख से तीन वर्षों की अवधि के लिए अथवा अगला आदेश होने तक, जो भी पहले हो, आंध्र बैंक के निदेशक मंडल में अंशकालिक गैर-सरकारी निदेशक के रूप में नामित करती है।

[फा. सं. 9/56/2009-बीओ-1]

सुमिता डावरा, निदेशक

New Delhi, the 29th July, 2010

S.O. 1919.—In exercise of the powers conferred by sub-section 3 (h) and (3-A) of Section 9 of The Banking Companies (Acquisition & Transfer of Undertakings) Act,

1970/1980 read with sub-clause (1) of clause 3 of The Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1970/1980, the Central Government hereby nominates Shri NVR Reddy (DoB : 21-06-1952) as part-time non-official director on the Board of Directors of

Andhra Bank for a period of three years from the date of notification or until further orders, whichever is earlier.

[F. No. 9/56/2009-BO.-I]

SUMITA DAWARA, Director

नई दिल्ली, 30 जुलाई, 2010

का.आ. 1920.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) योजना, 1970/1980 के खण्ड 3 के उप खण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा 3 के खंड (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, नीचे दी गई सारणी के कॉलम (3) में विनिर्दिष्ट व्यक्तियों को उक्त सारणी के कॉलम (2) में विनिर्दिष्ट व्यक्तियों के स्थान पर इसके कॉलम (1) में विनिर्दिष्ट बैंकों के निदेशक के रूप में तत्काल प्रभाव से और अगले आदेश होने तक नामित करती है :—

सारणी

क्रम सं.	बैंक का नाम	वर्तमान निदेशक का नाम	प्रस्तावित व्यक्तियों का नाम
1	2	3	4
1.	केनरा बैंक	श्रीमती वाणी जे. शर्मा	श्री जी. पदमनाभन, मुख्य महाप्रबंधक, भुगतान एवं संदाय प्रणाली विभाग, केन्द्रीय कार्यालय : केन्द्रीय कार्यालय बिल्डिंग, 14वां तल, शहीद भगत सिंह रोड, मुम्बई-01
2.	बैंक आफ बड़ौदा	श्री ए. सोमासुन्दरम	श्री आर. गांधी, मुख्य महाप्रबंधक, मुद्रा प्रबंधन विभाग, केन्द्रीय कार्यालय, अमर भवन, चौथा तल, पी एम रोड, मुम्बई-01
3.	सेंट्रल बैंक आफ इंडिया	श्री एम. के. भट्टाचार्य	श्री सलीम गंगाधरन, प्रभारी मुख्य महाप्रबंधक, विदेशी विनिमय विभाग, केन्द्रीय कार्यालय, 11वां तल, केन्द्रीय कार्यालय बिल्डिंग, 14वां तल, शहीद भगत सिंह रोड, मुम्बई-01
4.	पंजाब नेशनल बैंक	श्री एल. एम. फोन्सिका	श्री जसबीर सिंह, क्षेत्रीय निदेशक, भारतीय रिजर्व बैंक, केन्द्रीय विस्तार, टेलीफोन भवन के सामने, सेक्टर-17, चण्डीगढ़-17
5.	बैंक आफ इंडिया	श्री ए. वी. सरदेसाई	श्री जी. महालिंगम, क्षेत्रीय निदेशक, भारतीय रिजर्व बैंक, पोस्ट बाक्स सं. 162, साउथ गांधी मैदान, पटना-01
6.	इंडियन ओवरसीज बैंक	श्रीमती चित्रा चन्द्रमौलीस्वर्ण	श्री एस. वी. राघवन, प्रभारी मुख्य महाप्रबंधक, सरकार और बैंक के खाते विभाग, केन्द्रीय कार्यालय, चौथा तल, बायकुला कार्यालय भवन, मुम्बई सेंट्रल स्टेशन के सामने, बायकुला, मुम्बई-08
7.	इलाहाबाद बैंक	श्री मोहम्मद ताहिर	श्री एस. रामास्वामी, मुख्य महाप्रबंधक, व्यय एवं बजटीय नियंत्रण विभाग, केन्द्रीय कार्यालय : पोस्ट बाक्स सं. 406, दूसरा तल, मेन बिल्डिंग, शहीद भगत सिंह रोड, मुम्बई-01
8.	बैंक आफ महाराष्ट्र	श्री एस. के. गोगिया	श्रीमती कमला राजन, प्रिंसिपल, कालेज आफ एग्रीकल्चरल बैंकिंग, भारतीय रिजर्व बैंक, यूनिवर्सिटी रोड, पुणे-411016

1	2	3	4
9.	आन्ध्रा बैंक	श्री बी. महेश्वरन	श्री के. आर. आनन्द, क्षेत्रीय निदेशक, भारतीय रिजर्व बैंक, पोस्ट बाक्स सं. 40, फोर्ट ग्लेसिस, 16 राजाजी सलाई, चेन्नै-600001
10.	यूनियन बैंक आफ इंडिया	श्री के शिवारमन	श्रीमती मोना हेमचन्द्रा, प्रभारी मुख्य महाप्रबंधक, विदेशी निवेश और परिचालन विभाग, भारतीय रिजर्व बैंक, केन्द्रीय कार्यालय : केन्द्रीय कार्यालय बिल्डिंग, 22वां तल, शहीद भगत सिंह रोड, मुम्बई-01
11.	कार्पोरेशन बैंक	श्री एम. ए. श्रीनिवासन	श्रीमती ग्रेस कोशी, मुख्य महाप्रबंधक, सचिव विभाग, केन्द्रीय कार्यालय : केन्द्रीय कार्यालय बिल्डिंग, 16वां तल, शहीद भगत सिंह रोड, मुम्बई-01
12.	इंडियन बैंक	श्री सी. आर. गोपालसुन्दरम	श्री एस. करुप्पासामी, क्षेत्रीय निदेशक, भारतीय रिजर्व बैंक, 15, एन एस रोड, कोलकाता-700001
13.	यूको बैंक	श्री एन. पी. सिन्हा	श्रीमती उमा शंकर, मुख्य महाप्रबंधक, शहरी बैंक विभाग, केन्द्रीय कार्यालय, प्रथम तल, गार्मेट हाउस, पोस्ट बाक्स सं. 6587, वर्ली, मुम्बई-400018
14.	देना बैंक	श्री चन्द्र किशोर	श्री बी. पी. विजयेन्द्र, मुख्य महाप्रबंधक, भारतीय रिजर्व बैंक, ग्रामीण आयोजना और ऋण विभाग, केन्द्रीय कार्यालय : केन्द्रीय कार्यालय बिल्डिंग, शहीद भगत सिंह रोड, मुम्बई-01
15.	ओरियंटल बैंक आफ कामर्स	श्री एस. के. न्यूले	श्री बी. श्रीनिवास, मुख्य महाप्रबंधक, निक्षेप बीमा और ऋण गारंटी निगम, प्रधान कार्यालय, भारतीय रिजर्व बैंक भवन, द्वितीय तल, मुम्बई सेंट्रल रेलवे स्टेशन के सामने, पोस्ट बाक्स सं. 4571, मुम्बई सेंट्रल, मुम्बई-400001
16.	पंजाब एंड सिंध बैंक	श्री आर. सदानन्दम	श्री बी. पी. कानूनगो, क्षेत्रीय निदेशक, भारतीय रिजर्व बैंक, पोस्ट बाक्स सं. 12, रामबाग सर्किल, टाँक रोड, जयपुर-302004
17.	विजया बैंक	श्री के. वेंकटप्पा	श्रीमती सुमा वर्मा, क्षेत्रीय निदेशक, भारतीय रिजर्व बैंक, पोस्ट बाक्स सं. 6507, बेकरी जंक्शन, तिरुवनंतपुरम-695003
18.	सिंडिकेट बैंक	श्री के. सीतारामू	श्री ए. एस. राव, क्षेत्रीय निदेशक, भारतीय रिजर्व बैंक, संख्या 1, 6-1-56, सचिवालय रोड, सैफाबाद, हैदराबाद-500004
19.	युनाइटेड बैंक आफ इंडिया	श्री टी. बंधोपाध्याय	श्रीमती एस. मराण्डी, मुख्य महाप्रबंधक, भारतीय रिजर्व बैंक, ए-1, पंचशील अपार्टमेंट, ब्रह्मपुत्र क्रिश्चियन बस्ती, जी एस रोड, गुवाहाटी-781005

New Delhi, the 30th July, 2010

S.O. 1920.—In exercise of the powers conferred by clause (c) of sub-section 3 of Section 9 of The Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 of The Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, hereby nominates the persons specified in column (3) of the table below as Directors of Nationalized Banks specified in column (1) thereof in place of the persons specified in column (2) of said Table, with immediate effect and until further orders :—

TABLE

Sl. No.	Name of the Bank	Name of the Existing Director	Name of the persons proposed
1	2	3	4
1	Canara Bank	Smt. Vani J. Sharma	Shri G. Padmanabhan, CGM, D/o Payment & Settlement Systems, Central Office : Central Office Bldg., 14th Floor, Shahid Bhagat Singh Road, Mumbai-01.
2	Bank of Baroda	Shri A. Somasundaram	Shri R. Gandhi, CGM, D/o Currency Management, Central Office, Amar Bldg, 4th Floor, P.M. Road, Mumbai-01.
3	Central Bank of India	Shri M.K. Bhattacharya	Shri Salim Gangadharan, CGM-in-Charge, Foreign Exchange Department, Central Office, 11th Floor, Central Office Bldg., Shahid Bhagat Singh Road, Mumbai-01.
4	Punjab National Bank	Shri L.M. Fonseca	Shri Jasbir Singh, Regional Director, Reserve Bank of India, Central Vista, Opp. Telephone Bhawan, Sector-17, Chandigarh-17.
5	Bank of India	Shri A.V. Sardesai	Shri G. Mahalingam, Regional Director, Reserve Bank of India, PB No. 162, South Gandhi Maidan, Patna-01.
6	Indian Overseas Bank	Smt. Chitra Chandramouliswaran	Shri S.V. Raghavan, CGM-in-Charge, D/o Government & Bank Accounts, Central Office, 4th Floor, Byculla Office Bldg., Mumbai Central Station, Byculla, Mumbai-08.
7	Allahabad Bank	Shri Mohammad Tahir	Shri S. Ramaswamy, CGM, D/o Expenditure & Budgetary Control, Central Office, PB No. 406, 2nd Floor, Main Building, Shahid Bhagat Singh Road, Mumbai-01.
8	Bank of Maharashtra	Shri S.K. Gogia	Smt. Kamala Rajan, Principal, College of Agricultural Banking, Reserve Bank of India, University Road, Pune-411016.
9	Andhra Bank	Shri B. Maheshwaran	Shri K.R. Ananda, Regional Director, Reserve Bank of India, PB No. 40, Fort Glacis, 16 Rajaji Salai, Chennai-600 001

1	2	3	4
10	Union Bank of India	Shri K. Siva Raman	Smt. Meena Hemchandra, CGM-in-Charge, D/o External Investments & Operations, Reserve Bank of India, Central Office, 22nd Floor, Central Office Bldg., Shahid Bhagat Singh Road, Mumbai-400 001.
11	Corporation Bank	Shri M.A. Srinivasan	Smt. Grace Koshie, CGM, Secretary's Department, Central Office Bldg., 16th Floor, Shahid Bhagat Singh Road, Mumbai-400 001.
12	Indian Bank	Shri C.R. Gopalasundaram	Shri S. Karupphasamy, Regional Director, Reserve Bank of India, 15, N.S. Road, Kolkata-700 001.
13	UCO Bank	Shri N.P. Sinha	Smt. Uma Shankar, CGM, Urban Banks Department, Central Office, 1st Floor, Garment House, PB No. 6587, Worli, Mumbai-400 018.
14	Dena Bank	Shri Chandra Kishore	Shri B.P. Vijayendra, CGM, Reserve Bank of India, Rural Planning and Credit Department, Central Office, Shahid Bhagat Singh Road, Mumbai-400 001.
15	Oriental Bank of Commerce	Shri S.K. Newlay	Shri B. Srinivas, CGM, Deposit Insurance and Credit Guarantee Corporation, Head Office, Reserve Bank of India Bldg., 2nd Floor, Opp. Mumbai Central Railway Station, PB No. 4571, Mumbai Central, Mumbai-400 001.
16	Punjab & Sind Bank	Shri R. Sadanandam	Shri B.P. Kanungo, Regional Director, Reserve Bank of India, PB No. 12, Rambagh Circle, Tonk Road, Jaipur-302 004.
17	Vijay Bank	Shri K. Venkatappa	Smt. Suma Varma, Regional Director, Reserve Bank of India, PB No. 6507, Bakery Junction, Thiruvananthapuram-695 003.
18	Syndicate Bank	Shri K. Setharamu	Shri A.S. Rao, Regional Director, Reserve Bank of India, No. 1, 6-1-56, Secretariat Road, Saifabad, Hyderabad-500 004.
19	United Bank of India	Shri T. Bandopadhyay	Smt. S. Marandi, CGM, Reserve Bank of India, A-1, Panchsheel Apartments, Brahmaputra Christian Basti, G.S. Road, Guwahati-781 005.

(राजस्व विभाग)

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 28 जुलाई, 2010

(आयकर)

का.आ. 1921.—जबकि आयकर अधिनियम, 1961 (1961 का 43) की धारा 80झक की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने भारत सरकार के वित्त मंत्रालय, राजस्व विभाग, केन्द्रीय प्रत्यक्ष कर बोर्ड की अधिसूचना संख्या का.आ. 51 (अ), दिनांक 8 जनवरी, 2008 के जरिए औद्योगिक पार्क के लिए स्कीम तैयार और अधिसूचित की है;

और जबकि मैसर्स डीएलएफ साइबर सिटी डेवेलपर्स लिमिटेड, जिनका पंजीकृत पता शॉपिंग मॉल काम्प्लेक्स, अर्जुन मार्ग, डीएलएफ, फेस-1, गुडगांव, हरियाणा-122002 है, में डीएलएफ सिटी, गुडगांव, हरियाणा के सेक्टर-24, 25, 25ए में बिल्डिंग संख्या 7, 7ए, 7बी, 8, 9ए, 9बी, 10 तथा इनफिनिटी टावर, (ब्लॉक-3/टावर-सी) में एक औद्योगिक पार्क विकसित किया है;

अतः अब आयकर नियमावली, 1962 के नियम 18ग के साथ पठित उक्त अधिनियम की धारा 80झक की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा मैसर्स डीएलएफ साइबर सिटी डेवेलपर्स लिमिटेड को एक उपक्रम के रूप में तथा डीएलएफ सिटी, गुडगांव, हरियाणा के सेक्टर-24, 25, 25ए में बिल्डिंग संख्या 7, 7ए, 7बी, 8, 9ए, 9बी, 10 तथा इनफिनिटी टावर, (ब्लॉक-3/टावर-सी) में उक्त उपक्रम द्वारा विकसित एवं अनुरक्षित तथा प्रचालित की जा रही परियोजना को उक्त खंड के प्रयोजनार्थ औद्योगिक पार्क के रूप में अधिसूचित करती है।

2. उपर्युक्त औद्योगिक पार्क के शुरू होने की तिथि 25 जनवरी, 2010 है।

3. अधिसूचना अमान्य होगी और मैसर्स डीएलएफ साइबर सिटी डेवेलपर्स लिमिटेड, गुडगांव इस अमान्यता के किसी परिणाम के लिए पूरी तरह जिम्मेदार होगा, यदि

- (i) इसके द्वारा प्रस्तुत आवेदन और परवर्ती दस्तावेजों जिनके आधार पर केन्द्र सरकार द्वारा अधिसूचना जारी की जाती है, में गलत सूचना/झूठी सूचना हो अथवा कोई महत्वपूर्ण सूचना प्रदान न की गई हो।
- (ii) यह ऐसे औद्योगिक पार्क के स्थान के लिए हो जिसके लिए अधिसूचना पहले ही अन्य उपक्रम के नाम जारी की जा चुकी हो।

4. केन्द्र सरकार के अनुमोदन के बिना परियोजना की योजना में किसी संशोधन से अथवा भविष्य में अधिक ज्ञान होने अथवा आवेदक द्वारा किसी महत्वपूर्ण तथ्य को उजागर न किए जाने से औद्योगिक पार्क का अनुमोदन अमान्य हो जाएगा।

[अधिसूचना सं. 66/2010/फा. सं. 178/81/2008]

आ.क.नि.-I]

पदम सिंह, अवर सचिव

(Department of Revenue)

(CENTRAL BOARD OF DIRECT TAXES)

New Delhi, the 28th July, 2010

(INCOME-TAX)

S.O. 1921.—Where the Central Government in exercise of the powers conferred by clause (iii) of sub-section (4) of section 80-IA of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified a scheme for industrial park, by the notification of the Government of India in the Ministry of Finance (Department of Revenue, Central Board of Direct Taxes) number S.O. 51(E), dated the 8th January, 2008;

And whereas M/s. DLF Cyber City Developers Limited, having its registered address at Shopping Mall Complex, Arjun Marg, DLF City Phase I, Gurgaon, Haryana-122002, has developed an Industrial Park at Building No. 7A, 7B, 8, 9A, 9B, 10 and Infinity Towers (Block 3/Tower C) in Sector 24, 25, 25A DLF City, Gurgaon, Haryana;

Now, therefore, in exercise of the powers conferred by clause (iii) of sub-section (4) of section 80-IA of the said Act read with rule 18 C of the Income Tax Rules, 1962, the Central Government hereby notifies M/s. DLF Cyber City Developers Limited as an undertaking and the project at Building No. 7A, 7B, 8, 9A, 9B, 10 and Infinity Towers (Block 3/Tower C) in Sector 24, 25, 25A DLF City, Gurgaon, Haryana, being developed and being maintained and operated by the said undertaking, as an industrial park for the purposes of the said clause.

2. The date of commencement of the aforesaid industrial park is 25th January, 2010.

3. The notification will be invalid and M/s. DLF Cyber City Developers Limited, Gurgaon, shall be solely responsible for any repercussions of such invalidity, if.

- (i) the application and subsequent documents furnished by it, on the basis of which the notification is issued by the Central Government contains wrong information or misinformation or some material information has not been provided in it;
- (ii) It is for the location of the industrial park for which notification has already been issued in the name of another undertaking.

4. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the industrial park.

[Notification No. 66/2010/F. No. 178/81/2008-ITA-I]

PADAM SINGH, Under Secy.

नई दिल्ली, 28 जुलाई, 2010

का.आ. 1922.—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5ड के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उपधारा (1) के खंड (ii) के प्रयोजनार्थ 1-4-2005 (कर निर्धारण वर्ष 2006-2007) के आगे से संगठन के ई एम हॉस्पिटल रिसर्च सेंटर, पुणे को निम्नलिखित शर्तों के अधीन अनुसंधान कार्यकलापों में लगी 'अन्य संस्था की श्रेणी में अनुमोदित किया गया है, अर्थात् :—

- (i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग वैज्ञानिक अनुसंधान के लिए किया जाएगा;
- (ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा अपने नामांकित छात्रों के माध्यम से वैज्ञानिक अनुसंधान करेगा;
- (iii) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए इसके द्वारा प्राप्त राशि के संबंध में अलग खाता बही रखेगा अनुसंधान करने के लिए प्रयुक्त राशि उसमें दर्शाई गई हो, उक्त अधिनियम की धारा 288 की उप-धारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से अपनी खाता-बही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप धारा (1) के अंतर्गत आय विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा;
- (iv) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित ऐसे विवरण की प्रति प्रस्तुत करेगा।

2. केन्द्र सरकार यह अनुमोदन वापस ले लेगी यदि अनुमोदित संगठन :—

- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित लेखा बही नहीं रखेगा; अथवा
- (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा
- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित वैज्ञानिक अनुसंधान के लिए प्राप्त एवं प्रयुक्त दान का अपना विवरण प्रस्तुत नहीं करेगा; अथवा
- (घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इसके अनुसंधान कार्य को जायज नहीं पाया जाएगा; अथवा

(ड.) उक्त नियमावली के नियम 5ग और 5ड के साथ पठित उक्त अधिनियम की धारा 35 की उप-धारा (1) के खंड (ii) के प्रावधानों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा।

[अधिसूचना सं. 64/2010/फा. सं. 203/25/2009-
आ.क.नि.-II]

अजय गोयल, निदेशक (आ.क.नि.-II)

New Delhi, the 28th July, 2010

S.O. 1922.—It is hereby notified for general information that the organization KEM Hospital Research Centre, Pune has been approved by the Central Government for the purpose of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 (said Act), read with Rules 5C and 5E of the Income-tax Rules, 1962 (said Rules), for the period 1-4-2005 (Assessment Year 2006-2007) onwards in the category of 'Other Institute', partly engaged in research activities subject to the following conditions, namely :—

- (i) The sums paid to the approved organization shall be utilized for scientific research;
- (ii) The approved organization shall carry out scientific research through its faculty members or its enrolled students;
- (iii) The approved organization shall maintain **Separate books of accounts** in respect of the sums received by it for scientific research, reflect therein the amounts used for carrying out research, get such books audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of section 139 of the said Act;
- (iv) The approved organization shall maintain a **separate statement of donations** received and amounts applied for scientific research and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.

2. The Central Government shall withdraw the approval if the approved organization :

- (a) fails to maintain **separate books of accounts** referred to in sub-paragraph (iii) of paragraph 1; or
- (b) fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or

- (c) fails to furnish its statement of the donations received and sums applied for scientific research referred to in sub-paragraph (iv) of paragraph 1; or
- (d) ceases to carry on its research activities or its research activities are not found to be genuine; or
- (e) ceases to conform to and comply with the provisions of clause (ii) of sub-section (1) of Section 35 of the said Act read with rules 5C and 5E of the said Rules.

[Notification No. 64/2010/F. No. 203/25/2009/ITA-II]

AJAY GOYAL, Director (ITA-II)

नई दिल्ली, 28 जुलाई, 2010

का.आ. 1923.—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5ड के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उप-धारा (1) के खंड (ii) के प्रयोजनार्थ कर निर्धारण वर्ष 1-4-2003 से 31-3-2006 तक संगठन टेक्नोलॉजी इंफार्मेशन, फोरकास्टिंग एंड असेसमेंट काउंसिल (टाईफैक), नई दिल्ली को निम्नलिखित शर्तों के अधीन अनुसंधान कार्यकलापों में लगी 'संस्था' की श्रेणी में अनुमोदित किया गया है, अर्थात् :—

- (i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग वैज्ञानिक अनुसंधान के लिए किया जाएगा;
- (ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा अपने नामांकित छात्रों के माध्यम से वैज्ञानिक अनुसंधान करेगा;
- (iii) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए इसके द्वारा प्राप्त राशि के संबंध में अलग खाता बही रखेगा अनुसंधान करने के लिए प्रयुक्त राशि उसमें दर्शाई गई हो, उक्त अधिनियम की धारा 288 की उप-धारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से अपनी खाता-बही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप-धारा (1) के अंतर्गत आय विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा;
- (iv) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित ऐसे विवरण की प्रति प्रस्तुत करेगा।

2. केन्द्र सरकार यह अनमोदन वापस ले लेगी यदि अनुमोदित संगठन :—

- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित लेखा बही नहीं रखेगा; अथवा
- (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा
- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित वैज्ञानिक अनुसंधान के लिए प्राप्त एवं प्रयुक्त दान का अपना विवरण प्रस्तुत नहीं करेगा; अथवा
- (घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इसके अनुसंधान कार्य को जायज नहीं पाया जाएगा; अथवा
- (ङ) उक्त नियमावली के नियम 5ग और 5ड के साथ पठित उक्त अधिनियम की धारा 35 की उप-धारा (1) के खंड (ii) के प्रावधानों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा।

[अधिसूचना सं. 63/2010/फा. सं. 203/133/2009-आ.का.नि.-II]

अजय गoyal, निदेशक (आ.का.नि.-II)

New Delhi, the 28th July, 2010

S.O. 1923.—It is hereby notified for general information that the organization **Technology Information, Forecasting & Assessment Council (TIFAC), New Delhi** has been approved by the Central Government for the purpose of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 (said Act), read with Rules 5C and 5E of the Income-tax Rules, 1962 (said Rules), for the period 1-4-2003 to 31-3-2006 in the category of 'Institution' engaged in research activities subject to the following conditions, namely :—

- (i) The sums paid to the approved organization shall be utilized for scientific research;
- (ii) The approved organization shall carry out scientific research through its faculty members or its enrolled students;
- (iii) The approved organization shall maintain **Separate books of accounts** in respect of the sums received by it for scientific research, reflect therein the amounts used for carrying out research, get such books audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of Section 139 of the said Act;
- (iv) The approved organization shall maintain a **separate statement of donations** received and amounts applied for scientific research and a

copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.

2. The Central Government shall withdraw the approval if the approved organization :—

- (a) fails to maintain **separate books of accounts** referred to in sub-paragraph (iii) of paragraph 1; or
- (b) fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or
- (c) fails to furnish its statement of the donations received and sums applied for scientific research referred to in sub-paragraph (iv) of paragraph 1; or
- (d) ceases to carry on its research activities or its research activities are not found to be genuine; or
- (e) ceases to conform to and comply with the provisions of clause (ii) of sub-section (1) of Section 35 of the said Act read with rules 5C and 5E of the said Rules.

[Notification No. 63/2010/F. No. 203/133/2009/ITA-II]

AJAY GOYAL, Director (ITA-II)

सूचना एवं प्रसारण मंत्रालय

नई दिल्ली, 20 जुलाई, 2010

का.आ. 1924.—इस मंत्रालय की दिनांक 10-11-2009 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार, श्री संदीप बलहारा, बीपीओ बाहु अकबर पुर, पन्ना देव राज, तहसील एवं जिला रोहतक को, तत्काल प्रभाव से दो वर्षों की अवधि के लिए या अगले आदेश होने तक, इनमें से जो भी पहले घटित हो, केंद्रीय फिल्म प्रमाणन बोर्ड के दिल्ली सलाहकार पैनल के सदस्य के रूप में नियुक्त करती है।

[फा. सं. 809/8/2009-एफ (सी)]

अमिताभ कुमार, निदेशक (फिल्म)

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 20th July, 2010

S.O. 1924.—In continuation of this Ministry's Notification of even number, dated 10-11-2009 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint Shri Sandeep Balhara, VPO Bahu Akbar Pur, Panna Dev Raj, Teh. & Dist. Rohtak as a member of the Delhi Advisory

Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F. No. 809/8/2009-F(C)]

AMITABH KUMAR, Director (Films)

नई दिल्ली, 20 जुलाई, 2010

का.आ. 1925.—इस मंत्रालय की दिनांक 10-11-2009 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार, श्री सुरेश ए. कराले, ए/302, माध्यम, 139, महात्मा गांधी मार्ग, गोरेगांव (डब्ल्यू), मुंबई-400 062 को, तत्काल प्रभाव से दो वर्षों की अवधि के लिए या अगले आदेश होने तक, इनमें से जो भी पहले घटित हो, केंद्रीय फिल्म प्रमाणन बोर्ड के मुंबई सलाहकार पैनल के सदस्य के रूप में नियुक्त करती है।

[फा. सं. 809/7/2009-एफ (सी)]

अमिताभ कुमार, निदेशक (फिल्म)

New Delhi, the 20th July, 2010

S.O. 1925.—In continuation of this Ministry's Notification of even number, dated 10-11-2009 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint Shri Suresh A. Karale, A/302, Maadhyam, 139, Mahatma Gandhi Marg, Goregaon(W), Mumbai-400 062 as a member of the Mumbai Advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F. No. 809/7/2009-F(C)]

AMITABH KUMAR, Director (Films)

मानव संसाधन विकास मंत्रालय

(उच्चतर शिक्षा विभाग)

(राजभाषा प्रभाग)

नई दिल्ली, 13 जुलाई, 2010

का.आ. 1926.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम 4 के अनुसरण में, मानव संसाधन विकास मंत्रालय (उच्चतर शिक्षा विभाग) के अन्तर्गत मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान, इलाहाबाद-211 004 (उ. प्र.) को, ऐसे कार्यालय के रूप में, जिसके 80 प्रतिशत से अधिक कर्मचारी-वृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[सं. 11011-1/2010 रा.भा.ए.]

डा. अनिता भटनागर जैन, संयुक्त सचिव

MINISTRY OF HUMAN RESOURCE DEVELOPMENT**(Deptt. of Higher Education)****(O. L. Division)**

New Delhi, the 13th July, 2010

S.O. 1926.—In pursuance of sub-rule (4) of rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies **Motilal Nehru National Institute of Technology, Allahabad-211 004 (U.P.)** under the Ministry of Human Resource Development, (Deptt. of Higher Education) as office, whose more than 80% members of the staff have acquired working knowledge of Hindi.

[No. 11011/1/2010-O.L.U.]

Dr. ANITA BHATNAGAR JAIN, Jt. Secy.

युवा कार्यक्रम और खेल मंत्रालय

नई दिल्ली, 12 जुलाई, 2010

का.आ. 1927.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम 4 के अनुसरण में, युवा कार्यक्रम और खेल मंत्रालय के स्वायत्तशासी कार्यालय भारतीय खेल प्राधिकरण-नेताजी सुभाष पूर्वी केंद्र, साल्ट लेक सिटी, कोलकाता जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[फा. सं. 11011/2/2008-हि.ए.]

शैलेश, संयुक्त सचिव

MINISTRY OF YOUTH AFFAIRS AND SPORTS

New Delhi, the 12th July, 2010

S.O. 1927.—In pursuance of sub-rule (4) of rule 10 of the Official Language (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies **Sports Authority of India Netaji Subhash Eastern Centre, Salt Lake City, Kolkata** an autonomous office of Ministry of Youth Affairs & Sports, where of more than 80% staff have acquired working knowledge of Hindi.

[F.No. 11011/2/2008-H.U.]

SAILESH, Jt. Secy.

उत्तर-पूर्वी क्षेत्र विकास मंत्रालय

नई दिल्ली, 26 जुलाई, 2010

का.आ. 1928.—राष्ट्रपति, श्री जयदीप कुमार चौधरी को दिनांक 16-07-2010 (पूर्वाह्न) से उत्तर-पूर्वी क्षेत्र विकास मंत्रालय में तदर्थ आधार पर अनुभाग अधिकारी के पद पर नियुक्त करते हैं।

[सं. 23/30/2008-प्रशा.]

अशोलि चलाई, उप सचिव

MINISTRY OF DEVELOPMENT OF NORTH EASTERN REGION

New Delhi, the 26th July, 2010

S.O. 1928.—The President is pleased to appoint **Shri Jaydip Kumar Choudhury** as Section Officer, on ad-hoc basis in the Ministry of Development of North Eastern Region with effect from 16-07-2010 (forenoon).

[No. 23/30/2008-Admn.]

ASHOLI CHALAI, Dy. Secy.

नई दिल्ली, 29 जुलाई, 2010

का.आ. 1929.—राष्ट्रपति, श्री एस. के. नय्यर को दिनांक 27-07-2010 (पूर्वाह्न) से उत्तर-पूर्वी क्षेत्र विकास मंत्रालय में नियमित आधार पर निदेशक के पद पर नियुक्त करते हैं।

[सं. 2/5/2005-प्रशा.]

अशोलि चलाई, उप सचिव

New Delhi, the 29th July, 2010

S.O. 1929.—The President is pleased to appoint **Shri S. K. Nayyar** as Director on regular basis in the Ministry of Development of North Eastern Region with effect from the forenoon of 27-07-2010.

[No. 2/5/2005-Admn.]

ASHOLI CHALAI, Dy. Secy.

विद्युत मंत्रालय

नई दिल्ली, 26 जुलाई, 2010

का.आ. 1930.—विद्युत अधिनियम, 2003 (2003 का 36) की धारा 162 की उपधारा (1), 17-08-2006 को अधिसूचित मुख्य वैद्युत निरीक्षक और वैद्युत निरीक्षक की अर्हता, शक्तियाँ तथा कार्य नियमावली, 2006 के साथ पठित, के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्र सरकार एतद्वारा श्री विश्वेश्वर दयाल, उप महाप्रबंधक, दिल्ली मेट्रो रेल कारपोरेशन को, तीन वर्ष की अवधि अथवा श्री विश्वेश्वर दयाल द्वारा दिल्ली मेट्रो रेल कारपोरेशन से उप-महाप्रबंधक पद का कार्यभार छोड़ने पर, जो भी पहले हो, के लिए दिल्ली मास रैपिड ट्रांजिट सिस्टम, (दिल्ली एमआरटीएस) के बिजली निरीक्षक के रूप में नियुक्त करती है।

उपर्युक्त अधिकारी, दिल्ली मास रैपिड ट्रांजिट सिस्टम के क्षेत्र में बिजली संबंधी कार्यों, बिजली संस्थानों और प्रचालनरत वैद्युत रोलिंग स्टॉक के संबंध में अपनी शक्तियों का प्रयोग करेंगे तथा अपने दायित्वों का निर्वहन करेंगे। तथापि, डीएमआरसी यह सुनिश्चित करेगा कि वह डीएमआरसी में उप महाप्रबंधक के रूप में उन्हें सौंपे गए कार्यों के संबंध में बिजली निरीक्षक नहीं होंगे।

बिजली निरीक्षक के रूप में नियुक्त व्यक्ति केंद्र सरकार द्वारा इस प्रयोजन हेतु आवश्यक माना जाने वाला प्रशिक्षण लेगा और यह प्रशिक्षण सरकार की संतुष्टि के स्तर तक पूरा किया जाएगा।

[फा. सं. 42/3/2010-आर एंड आर]

आई.सी.पी. केशरी, संयुक्त सचिव

MINISTRY OF POWER

New Delhi, the 26th July, 2010 .

S.O. 1930.—In exercise of the powers conferred by sub-section (1) of section 162 of the Electricity Act, 2003 (36 of 2003) read with Qualifications, powers and functions of Chief Electrical Inspector and Electrical Inspectors Rules 2006 notified on 17-8-2006 the Central Government hereby appoints Shri Vishweshar Dayal, Deputy General Manager, Delhi Metro Rail Corporation as Electrical Inspector for Delhi Mass Rapid Transit System (Delhi MRTS), for a period of three years or demitting charge of the post of Deputy General Manager by Shri Vishweshar Dayal from Delhi Metro Rail Corporation, whichever is earlier.

The above mentioned official shall exercise the powers and perform functions in respect of electrical works, electrical institutions and electrical rolling stock in operation within the area of Delhi Mass Rapid Transit System. However, DMRC will ensure that he will not be Electrical Inspector in respect of the work assigned to him as Deputy General Manager in the DMRC.

The person appointed as Electrical Inspector shall undergo such training as the Central Government may consider it necessary for the purpose and such training shall be completed to the satisfaction of the Government.

[F. No. 42/3/2010-R&R]

I.C.P. KESHARI, Jt. Secy.

इस्पात मंत्रालय

नई दिल्ली, 23 जुलाई, 2010

का.आ. 1931.—केंद्रीय सरकार, पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (क) के अनुसरण में झारखंड राज्य में टाटा स्टील लिमिटेड के आयरन और स्लरी पाइपलाइन प्रोजेक्ट के संबंध में नीचे दी गई तालिका के स्तंभ (2) में उल्लिखित प्राधिकारी को उक्त तालिका के स्तंभ (3) में तत्संबंधी प्रविष्टि में विनिर्दिष्ट क्षेत्रों में उक्त अधिनियम के तहत सक्षम प्राधिकारी के रूप में कार्य करने के लिए प्राधिकृत करती है।

तालिका

क्रम सं.	प्राधिकारी	क्षेत्रीय अधिकार क्षेत्र
(1)	(2)	(3)
1.	जिला भूमि अर्जन अधिकारी, उपायुक्त का कार्यालय, पूर्वी सिंहभूम, जमशेदपुर, जिला पूर्वी सिंहभूम, पिन नं. 831001	झारखंड राज्य में पूर्वी सिंहभूम जिला
2.	जिला भूमि अर्जन अधिकारी, उपायुक्त का कार्यालय, सरॉयकेला,	झारखंड राज्य में सरॉयकेला-राजखार्स-

(1)	(2)	(3)
	खार्सवान, सरॉयकेला, जिला सरॉयकेला खार्सवान पिन नं. 833119	वान जिला
3.	जिला भूमि अर्जन अधिकारी, उपायुक्त का कार्यालय, पश्चिम सिंहभूम, चायबासा, जिला पश्चिम सिंहभूम, पिन नं. 833201	झारखंड राज्य में पश्चिमी सिंहभूम जिला

[फा. सं. 11(12)/2009-आई डी विंग]

यू. पी. सिंह, संयुक्त सचिव

MINISTRY OF STEEL

New Delhi, the 23rd July, 2010

S.O. 1931.—In pursuance of clause (a) of section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby authorises the authorities mentioned in column (2) of the following Table to perform the functions of the competent authority under the said Act, in the area specified in the corresponding entry in column (3) of the said table, in connection with iron ore slurry pipeline project of Tata Steel Limited, in the State of Jharkhand, namely :—

TABLE

S. No.	Authority	Territorial jurisdiction
(1)	(2)	(3)
1.	District Land Acquisition Officer, O/o Deputy Commissioner, East Singbhum, Jamshedpur, District East Singbhum, PIN 831001	East Singbhum District in the State of Jharkhand
2.	District Land Acquisition Officer, O/o Deputy Commissioner, Saraikela Kharswan, Saraikela, District Saraikela, PIN 833119	Saraikela-Raj Kharswan District in the State of Jharkhand
3.	District Land Acquisition Officer, O/o Deputy Commissioner, West Singbhum Chaibasa, District West Singbhum, PIN 833201	West Singbhum District in the State of Jharkhand

[F. No. 11(12)/2009-IDW]

U. P. SINGH, Jt. Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 21 जुलाई, 2010

का. आ. 1932.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के नियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम	लाइसेंस सं. संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा मा सं. भाग	अनु- वर्ष
(1)	(2)	(3)	(4)	(5)	(6)	(7) (8) (9)
1.	6922379	04-04-2009	महर ज्वेलरी, मेईन रोड, वेगरा, मलप्पुरम, केरल-676304	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन-	आई.एस - 1417	- 1999
2.	6922480	06-04-2009	कल्याण ज्वेलर्स, सेलम प्रा. लि. टीसी 37/848-16, ईस्ट फोर्ट, तिरुवनंतपुरम, केरल-695023	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन-	आई.एस - 1417	- 1999
3.	6922581	06-04-2009	नवरत्ना ज्वेलर्स, कोडुमण पी. ओ., पत्तनतिट्टा, केरल-691555	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन-	आई.एस - 1417	- 1999
4.	6922682	06-04-2009	स्वप्ना ज्वेलरी प्रा. लि., शोप नं. 541/I/XII, सिटी सेंटर कॉम्प्लेक्स, नीर्त नडा, तृशूर, केरल	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन-	आई.एस - 1417	- 1999
5.	6922985	09-04-2009	मयूरा गोल्ड सुपर मार्केट, कोलाषि पी. ओ., तृशूर केरल-680010	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन-	आई.एस - 1417	- 1999
6.	6923078	09-04-2009	पनक्काविला ज्वेलर्स, पी. एम. सी. XIII/63, मुत्तिपल शोपिंग कॉम्प्लेक्स पुनलूर, कोल्लम, केरल	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन-	आई.एस - 1417	- 1999
7.	6923381	15-04-2009	यू टेक मिनरल्स एण्ड बीवरेजस, iv/636, मस्जिद रोड, एरुमतला पी. ओ., आलुवा, एर्णाकुलम, केरल-683112	पैकेजबन्द पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई.एस - 14543	- 2004
8.	6925284	20-04-2009	वीजे मिनरल्स, सर्वे नं. 615/4, कावशशेरी, आलतूर, पालक्काड, केरल-678543	पैकेजबन्द पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई.एस - 14543	- 2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
9.	6925385	08-04-2009	इडिमण्णक्कल ज्वेलरी, वाषपल्ली पी.ओ., चडनाशेरी, कोट्टयम, केरल-686103	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण शिल्पकारी-शुद्धता एवं मुहरांकन-	आई एस- 1417	-	-	1999
10.	6925486	21-04-2009	श्री पद्मबालाजी स्टील्स प्रा. लि., 308/1, मेनोनपारा रोड, न्यू इंडस्ट्रियल एरिया, कंजिकोड, पालक्काड, केरल-678621	सामान्य संरचना इस्पात में, पुनर्वेल्लन के लिए कार्बन ढलवाँ इस्पात बिलेट इंगट बिलेट, ब्लूम और स्लैब	आई एस- 2830	-	-	1992
11.	6926690	27-04-2009	एस एस इंडस्ट्रीस, नियर वलियन्नूर, विलेज आफिस, वलियन्नूर, पोस्ट वरम, कण्णूर, केरल-670594	पेय जल की पूर्ति के लिए, असुघाटित पी वी सी पाइप	आई एस- 4985	-	-	2000
12.	6928189	30-04-2009	दीपा ज्वेलरी, सी पी VII/430, ओपेसिट बस स्टैण्ड, चेरुवत्तूर, कासरगोड, केरल-671313	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन-	आई एस- 1417	-	-	1999
13.	6928492	01-05-2009	टेक्नोफ्लेक्स केबिल्स, (1) प्राईवेट लिमिटेड, इंडस्ट्रियल डेवलपमेंट एरिया, एडयार, मुप्पतडम पी. ओ. आलुषा, एर्णाकुलम केरल-683110	1100 वोल्ट तक की, कार्यकारी वोल्टता के लिए पी वी सी रोधित केबल	आई एस- 694	-	-	1990
14.	6929292	05-05-2009	राजधानी गोल्ड, सूपर मार्केट, मेईन रोड, काजडाड, कासरगोड केरल-671315	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन-	आई एस- 1417	-	-	1999
15.	6929393	05-05-2009	न्यू फैशन ज्वेलर्स, राजू भवन, तेम्कुपुरम; पुत्तूर पी. ओ., कोल्लम, केरल-691507	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन-	आई एस- 1417	-	-	1999
16.	6929494	05-05-2009	महाराजा ज्वेलर्स, एषुपुत्रा ग्राम पंचायत, IX/248 एरमल्लूर पी. ओ., चेर्त्तला, आलप्पुषा केरल-688537	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	-	1999
17.	6929595	28-04-2009	सण्टाइट बोर्डर्स, प्राईवेट लिमिटेड, मिल रोड, पी.ओ. बलियापट्टम, कण्णूर, केरल-670010	लकड़ी के सपाट दरवाजे के शटर (ठोस कोर प्रकार) भाग 1 प्लाईवुड के सतह युक्त पल्ले	आई एस- 2202	भाग 1	-	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
18.	6929696	05-05-2009	सुल्ताना ज्वेलर्स, मेईन रोड, पेरिंगतूर, कण्णूर, केरल-670675	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन-	आई एस- 1417	-	-	1999
19.	6929797	05-05-2009	स्वर्णांजली गोल्ड, तलशशेरी रोड, नादापुरम, वर्कला, (वया) कोषिकोड, कोषिकोड, केरल-673504	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन-	आई एस- 1417	-	-	1999
20.	6929902	28-04-2009	फीनिक्स प्लैवुड्स, तुरुत्ति वयल, पी. ओ. पापिनिशशेरी, कण्णूर, केरल-670561	सामान्य प्रयोजनों के लिए, प्लैवुड-	आई एस- 303	-	-	1989
21.	6930580	21-04-2009	वैली ड्रोप्स, नोर्त कोत्राक्कि, वया चालक्कुडी, चालक्कुडी, तृशूर केरल-680721	पैकेजबंद पेय जल, (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)-	आई एस- 14543	-	-	2004
22.	6930883	05-05-2009	राजको फैशन ज्वेलर्स, मेईन रोड, नेय्याट्टिकरा, तिरुवंतपुरम, केरल-695121	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन-	आई एस- 1417	-	-	1999
23.	6930984	05-05-2009	मालियेक्कल ज्वेलरी, मेईन रोड, मालियेक्कल शोपिंग, कोम्प्लेक्स, नोर्त परुर, एर्णाकुलम, केरल	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन-	आई एस- 1417	-	-	1999
24.	6931077	05-05-2009	राधा ज्वेलरी, तलिपरंबिल बिल्डिंग, एडत्वा, आलप्पी केरल	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन-	आई एस- 1417	-	-	1999
25.	6931582	04-05-2009	फीनिक्स प्लैवुड्स, तुरुत्ति वयल, पी. ओ. पापिनिशशेरी, कण्णूर, केरल-670561	लकड़ी के सपाट दरवाजे के शटर (ठोस कोर प्रकार) भाग I प्लाईवुड के सतह युक्त पल्ले	आई एस- 2202 भाग I	-	-	1999
26.	6931784	11-05-2009	स्पिन् टेक फिटिंग्स, इंडिया प्रा. लि., शेड नं. 5, III/90 मिनी इंडस्ट्रियल एस्टेट, कूट्टेम्पेर पी.ओ., मानार, आलप्पुषा, केरल-689623	सख्त अधातु नलिकाओं के लिए फिटिंग	आई एस- 3419	-	-	1988

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
27.	6931885	29-04-2009	एम. एस. वुड इंडस्ट्रीस, पी. ओ. काजिरंगाड, (वया) करिम्ब, तलिपरंबा, कण्णूर, केरल-670142	लकडी के सपाट दरवाजे के शटर (ठोस कोर प्रकार) भाग 1 प्लाईवुड के सतह युक्त पल्ले	आई एस- 2202	-	-	1999
28.	6932180	28-04-2009	कुत्रतान वुड प्रोडक्ट्स, VI/318, सर्वे नं. 352/7, 352/6, 352/2, ब्लोक नं. 14, असमनूर पी. ओ., ओडक्काली, एर्णाकुलम, केरल-683549	सामान्य प्रयोजनों के लिए प्लैवुड	आई एस- 303	-	-	1989
29.	6932281	27-04-2009	कुत्रतान वुड प्रोडक्ट्स, VI/318, सर्वे नं. 352/7, 352/6, 352/2, ब्लोक नं. 14, असमनूर पी. ओ., ओडक्काली, एर्णाकुलम, केरल-683549	लकडी के सपाट दरवाजे के शटर (ठोस कोर प्रकार) भाग 1 प्लाईवुड के सतह युक्त पल्ले	आई एस- 2202 भाग 1	-	-	1999
30.	6932584	13-05-2009	चुंगत ज्वेलरी, नियर रामदास थियेटर, एम.जी. रोड, तृशूर, केरल-680001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	-	1999
31.	6932685	07-05-2009	ग्लोबल ज्वेलर्स, कुट्टिसाहिब बिल्डिंग, चेबर रोड, ब्रोडवे, कोच्ची, एर्णाकुलम, केरल-682031	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	-	1999
32.	6934689	19-05-2009	श्री अयप्पा ज्वेलरी, वर्क्स, पुतियकाव, किलिमानूर पी.ओ., तिरुवन्तपुरम, केरल-695601	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	-	1999
33.	6934790	19-05-2009	सण्णी डायमण्ड्स, 40/9134, बी ई सी, मालियेक्कल शोपिंग राजाजी रोड, कोच्चीन, एर्णाकुलम, केरल-682035	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन-	आई एस- 1417	-	-	1999
34.	6935792	25-05-2009	पवित्रा ज्वेलरी, मेइन रोड, चेरुपुषा, (वया) पय्यनूर, कण्णूर, केरल-670511	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन-	आई एस- 1417	-	-	1999
35.	6936693	25-05-2009	अरीना गोल्ड सूक, एम. पी. XIV/621, तोत्रक्कल पी. ओ., मंगलापुरम जंडषन, तिरुवन्तपुरम केरल-695317	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन-	आई एस- 1417	-	-	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
36.	6936794	25-05-2009	मलनाड गोल्ड, को. पी. 3/845, मेन रोड, कोडुवल्ली, कोयिक्कोड, केरल	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	-	1999
37.	6937897	01-06-2009	बीपात कास्टिंग्स प्र. लि., VIII/715, जी व एच., निडा, कॉजिकोड, पालक्काड, केरल-678621	कंक्रीट प्रबलन के लिए, उच्च शक्ति विरूपित इस्पात सरिए एवं तार	आई एस- 1786	-	-	1985
38.	6938192	26-05-2009	गोल्डन मोल्डिंग्स, 7/559 मांयडुपडी, कायिलिथाड, एरणाूर, पालक्काड, केरल-679122	जल आपूर्ति के लिए, विलायक सीमेंट जोड सहित इंजेक्शन संचकित पीवीसी फिटिंग: भाग सामान्य अपेक्षाएँ	आई एस- 7834 भाग 1	-	-	1987
39.	6939602	08-06-2009	आशियाना पाईप्स, ईस्ट कोडु, चट्टिक्कल पो. ओ., मलप्पुरम, केरल-676504	पेय जल की आपूर्ति के लिए उच्च घनत्व वाले पॉलिएथिलीन पाईप	आई एस- 4984	-	-	1995
40.	6940482	26-05-2009	एस. एस. फैशन ज्वेलरी, त्रिकोविल रोड, चालिक्कावट्टम, वेन्नला पी. ओ., कोचीन एर्णाकुलम, केरल-682028	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	-	1999
41.	6940684	02-06-2009	मार्बेक आर्ट. को. लैटक्स, प्राइवेट लिमिटेड, बिनिंडम नं. 11/8 वार्ड 22, तंपलक्काड पी. ओ. काजिरपल्ली, कोट्टयम केरल-686506	अमोनिया में परिरक्षित प्राकृतिक रबड लैटक्स एवं मुहरांकन	आई एस- 5430	-	-	1981
42.	6941080	11-06-2009	स्वीकार ज्वेलरी, कुन्नमंगलम पी. ओ., कोयिक्कोड, केरल-673511	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	-	1999
43.	6941181	11-06-2009	अरु. एच. उपाध्याय, गोडन रोड, मण्णक्काड, पालक्काड, केरल-678582	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	-	1999
44.	6941282	11-06-2009	पारिशियन ज्वेलरी, पीवीसी शोपिंग आर्केड, बी. को. रोड, निलंबूर, मलप्पुरम केरल-679329	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	-	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
45.	6941383	11-06-2009	रामसण्स फैशन ज्वेलरी, मेइन रोड, तिरुविल्वामला पी. ओ., तृशूर, केरल-680588	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	1997
46.	6941484	11-06-2009	रामचंद्रन्स नीलकंठन ज्वेलरी, स्वदेशी शोपिंग कोम्प्लेक्स, बैंक रोड, कण्णूर, केरल-670001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	1997
47.	6941888	09-06-2009	लक्ष्मी ज्वेलरी, मेइन रोड, चित्रक्कडा, कोल्लम, केरल-691001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	1997
48.	6942284	15-06-2009	रोयल फोल्ड, मलबार शोपिंग माल, मेले पट्टांबी जंडपन पट्टांबी पोस्ट, पालक्काड, केरल-679303	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	1997
49.	6942385	02-06-2009	प्रीमियम फेरो अलाय्स लिमिटेड, VI/565-एफ, इंडस्ट्रियल डेवलपमेन्ट एरिया, एडयार, बिनानीपुरम, आल्वे, एर्णाकुलम, केरल-683502	अल्प तन्यता के संरचनात्मक इस्पात में पुनर्वैल्लन के लिए कार्बन डलवां इस्पात बिलेट, इंगट, बिलेट, ब्लूम, और स्लैब	आई एस- 2831	-	2007
50.	6942486	15-06-2009	मिनी फैशन ज्वेलरी, V/876, एफ, पैलस रोड मट्टांचेरी, कोच्ची, एर्णाकुलम, केरल-682002	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	1999
51.	6942587	15-06-2009	प्रिन्स ज्वेलरी, टी.सी. नं. 37/856, राजधानी बिल्डिंग, ईस्ट फोर्ट, तिरुवनंतपुरम, केरल-695023	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	1999
52.	6943185	16-06-2009	मास्कोम स्टील (इंडिया) प्रा. लि., नियर इंडस्ट्रियल डेवलपमेन्ट एरिया, एरुमतला पी. ओ. आलुवा, एर्णाकुलम, केरल-683105	कंक्रीट प्रबलन के लिए उच्च शक्ति विरूपित इस्पात सिरिए एवं तार	आई एस- 1786	-	1985
53.	6944894	16-06-2009	अंबुजा सीमेंट्स लिमिटेड, बिहाईड क्यू-1 बर्त, मट्टांचेरी वार्फ, विलिंगटन आईलैंड, कोचीन, एर्णाकुलम, केरल-682003	पोर्टलैंड पोचोलाना सिमेंट भाग, उडन राख आधारित	आई एस- 1489 भाग I	-	1991

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
54.	6945088	10-06-2009	बीटा हेल्थ केयर प्रोडक्ट्स प्रा. लि., प्लॉट नं. 21 बी, कोचीन स्पेशियल, इकॉनॉमिक जोन, काक्कनाड, एर्णाकुलम, केरल-682 037	चीरा फाडी के लिए रबड के दस्ताने	आई एस-4148	-	-	1989
55.	6945189	22-06-2009	बीपात कार्स्टिंस प्रा. लि., VIII/715, जी व एच, निडा, कजिक्कोड, पालक्काड, केरल-678 621	सामान्य संरचनात्मक प्रयोजनों के लिए इस्पात	आई एस-2062	-	-	2006
56.	6945290	22-06-2009	कोचिन सिमन्ट्स लि. न्यूसप्रिन्ट नगर, वेल्लूर, मेवेल्लूर पी. ओ. कोट्टयम, केरल-686 609	43 ग्रेड साधारण पोर्टलैंड, सिमन्ट	आई एस-9112	-	-	1989
57.	6946393	30-06-2009	ट्राको केबिल कं. लि., चुमात्रा पी. ओ. तिरुवल्ला, पत्तनमतिट्टा केरल-689 103	1100 वोल्ट तक की कार्यकारी वोल्टता के लिए पी.वी.सी. रोधित केबल	आई एस-609	-	-	1990
58.	6948094	03-07-2009	तेविकनेट्ट परवूर ज्वेलरी, V, 323, मुन्सिपल टैक्सी कम शॉपिंग कोम्प्लेक्स, मेइन रोड, नोर्ट परवूर, एर्णाकुलम, केरल-683 513	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस-1417	-	-	1999
59.	6948195	07-07-2009	मंजली ज्वेलर्स, बसीलिक्का बिल्डिंग, नियर न्यू चर्च, तृश्शूर, केरल-680 001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस-1417	-	-	1999
60.	6948296	03-07-2009	एन. टी. एम ज्वेलरी, पंडिक्काड रोड, मंजरी, मलप्पुरम केरल-676 121	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस-1417	-	-	1999
61.	6950283	13-07-2009	अक्षय ज्वेलर्स, 7/687, पेल्लेपालथम रोड, कोषिक्कोड, केरल-673 001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस-1417	-	-	1999
62.	6950788	13-07-2009	न्यू केरला ट्रेडर्स, ओडक्काली, असमन्नूर पी. ओ., पेरुम्पावर, एर्णाकुलम, केरल-683 549	सामान्य प्रयोजन के लिए प्लैवुड	आई एस-303	-	-	1989

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
63.	6951689	13-07-2009	माथर चाटर, टेक्नोलजीस व बोटिलिंग प्लैंट, एस एफ नं. 641/16/2, 17/2, 641/12/2, 3/2, 2/2, 2/2, 640/7, 641/16-30 तिरुकोविल्वट्टम विलेज, कण्णन्नल्लूर पोस्ट, कोल्लम, केरल-691 576	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस- 14543	-	-	2004
64.	6952085	20-07-2009	कासरगोड अटलस ज्वेलरी, 425/11 ए, एन. ए. टुरिस्ट होम बिल्डिंग, नियर न्यू बस स्टैण्ड, एम. जी. रोड, कासरगोड, केरल-670 112	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	-	1999
65.	6952186	20-07-2009	कृष्णा गोल्ड सूक, कुट्टिप्पुरम रोड, बलांचेरी, मलप्पुरम, केरल-676 552	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	-	1999
66.	6952287	20-07-2009	पवित्रा ज्वेलरी, डोर नं. XIX/1292 ओपोसिट गल्स हाई स्कूल, ए. एम. रोड, पेरुंबावूर, एर्णाकुलम, केरल-683 542	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	-	1999
67.	6952388	20-07-2009	कैलमंगलम ज्वेलर्स, एम. सी. रोड, चिंगवनम, कोट्टयम, केरल-686 531	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	-	1999
68.	6952489	20-07-2009	कल्याण फ़ैशन ज्वेलर्स, मेईन रोड, काट्टाक्कडा, तिरुवनन्तपुरम, केरल	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	-	1999
69.	6952590	20-07-2009	लीला ज्वेलर्स, वेस्ट गेट, अंबलप्पूषा पी. ओ., आलाप्पुषा, केरल-688 561	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	-	1999
70.	6952691	20-07-2009	एम. के. फ़ैशन ज्वेलरी, के. पी. IX/783 वट्टपारा पी. ओ., तिरुवनन्तपुरम, केरल-695 028	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	-	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
71.	6952792	20-07-2009	वी. वी. गोल्क, एस बी पी VI 96 यू पी. के. कोम्प्लेक्स, मेईन रोड, सुल्तान बत्तरी, वयनाड, केरल-673 592	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	-	1999
72.	6953390	14-07-2009	लोयल फुड एण्ड, बीवरेज कं. 4/513, इंडस्ट्रियल डेवलपमेन्ट एरिया, एरुमत्तला पी. ओ., आलुवा, एर्णाकुलम, केरल-683 112	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस- 14543	-	-	2004
73.	6954190	20-07-2009	हरिश्री ज्वेलरी, वर्णम पी. ओ., पुत्तनगाडी, चैर्त्तला, आलप्पुषा, केरल-688 555	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	-	1999
74.	6956905	03-08-2009	बी-वैव इंडिया प्रोडक्ट्स, के पी 4/536 बी, चालियम पी. ओ., कोषिक्कोड, केरल-673 301	शिशुओं के लिए प्रसंस्कृत, अनाज आधारित अनुपूरक आहार	आई एस- 11536	-	-	1997
75.	6957297	04-08-2009	इंदिरा ज्वेलर्स, पुलमन पी. ओ., कोट्टारक्करा, कोल्लम, केरल-691 531	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	-	1999
76.	6957301	04-08-2009	जी. एस. पै एण्ड कं., डोर नं. VI/1153, मार्केट रोड, आलुवा, एर्णाकुलम, केरल-683 101	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	-	1999
77.	6958808	10-08-2009	तूबा ज्वेलर्स, चेम्माड, मलप्पुरम, केरल-676 306	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	-	1999
78.	6958909	09-08-2009	नक्षत्रा ज्वेलर्स, डोर नं. XXIII/2013/405 मलबार प्लाजा, मट्टूर, पी. ओ., कन्नूर, केरल-670 702	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	-	1999
79.	6959002	10-08-2009	कंठतिल फाशन ज्वेलर्स, एट्टुमानूर, एर्णाकुलम मेईन रोड, करुप्पन्ना, कोट्टयम, केरल-686 603	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	-	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
80.	6959103	10-08-2009	तृशूर गोल्ड सेन्टर, आल्तरा, कोडुवायुर पी. ओ., पालक्काड, केरल	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	-	1999
81.	6959204	10-08-2009	के. पि. चाक्को व सन्स, काक्कनाट ज्वेलर्स, ओलियापुरम शोपिंग, कोम्प्लेक्स, पी. ओ. जंगषन कोतमंगलम, एर्णाकुलम, केरल	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	-	1999
82.	6959305	09-08-2009	न्यू भीमा फैशन ज्वेलर्स, के पी 11/875 जे, बैपास जंगषन, कषक्कूट्टम पोस्ट, तिरुवनन्तपुरम केरल	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	-	1999
83.	6959406	11-08-2009	नेक्टर बीवरेजस, एडवर्टम, करुवेलिल पी. ओ., एषुकोण, कोल्लम, केरल-691505	पैकेजबंद पेय जल, (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस- 14543	-	-	2004
84.	6959911	13-08-2009	अतिरा गोल्ड सिटि प्रा. लि., फोर्ट रोड, नियर के. एस. आर. टी. सी. बस स्टैण्ड, नोर्त परवूर, एर्णाकुलम, केरल-683513	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	-	1999
85.	6960084	13-08-2009	जोयालुक्कास ज्वेलरी, ईस्ट फोर्ट, तिरुवनन्तपुरम, केरल	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	-	1999
86.	6960286	13-08-2009	मडत्तिपरम्पिल ज्वेलरी, वीजेस कोम्प्लेक्स, बै पास जंगषन, पालारिवट्टम, कोचिन, एर्णाकुलम, केरल-682025	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	-	1999
87.	6961995	18-08-2009	श्रीपुरम ज्वेलरी, टी. सी. 39/72 (II) चालै, चालै पी. ओ., तिरुवनन्तपुरम, केरल-695036	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	-	1999
88.	6962088	18-08-2009	कारेत फाशन ज्वेलरी, के. के. रोड, कुमली, इडुक्की, केरल-685509	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	-	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
89.	6962290	19-08-2009	सोना ज्वेलरी, वडशेरिव्वकरा पी. ओ., पत्तनमतिट्टा, केरल-689662	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	-	1999
90.	6962896	21-08-2009	काविल इंडस्ट्रीस, सर्वे नं. 198/16, करवारम, चिरयिन्कीष तालूक, तिरुवनन्तपुरम, केरल-695102	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस- 14543	-	-	2004
91.	6963292	19-08-2009	पीसी प्लैवुड्स, 1h-ih-MCX;w/636, कीरियाड, चिरक्कल पी.ओ. कण्णूर, केरल-670011	ब्लोक बोर्ड	आई एस- 1659	-	-	2004
92.	6963393	19-08-2009	पीसी प्लैवुड्स, सी. पी. डब्ल्यू V/636, कीरियाड, चिरक्कल पी.ओ. कण्णूर, केरल-670011	सामान्य प्योजनों के लिए प्लैवुड	आई एस- 303	-	-	1989
93.	6964803	28-08-2009	एवरग्रीन बीवरेजस, 398/2, कल्पकांचेरी विलेज, कल्लिंगल, कण्णूर पोस्ट, मलप्पुरम, केरल-676551	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस- 14543	-	-	2004
94.	6965502	01-09-2009	ख्वमार फाषन गोल्ड, प्रा. लि. गोल्डन आर्केड, बिल्डिंग, रुम. नं. के. एम. सी. III, 183 बी. 52, 53, 54, 55 न्यू बस स्टान्ड, कासरगोड, केरल-671121	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन-	आई एस- 1417	-	-	1999
95.	6965603	01-09-2009	कण्ठतिल ज्वेलरी, मेइन रोड, तलयोलपरम्पु, कोट्टयम, केरल	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन-	आई एस- 1417	-	-	1999
96.	6965704	01-09-2009	वटक्केत्तला ज्वेलरी, वटनाप्पल्लि. पी. ओ., तृशशूर, केरल-680614	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन-	आई एस- 1417	-	-	1999
97.	6965805	27-08-2009	ए. पी. स्टील री-रोल्लिंग, मिल लिमिटेड, VIII/635, फेस 1, न्यू इंडस्ट्रियल डेवलपमेंट एरिया, मेनोनपारा	कंक्रीट प्रबलन के लिए उच्च शक्ति विरूपित इस्पात सरिए एवं तार	आई एस- 1786	-	-	1985

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
			रोड, कजिक्कोड पी. ओ. पालक्काड, केरल-678 621					
98.	6965906	26-08-2009	ए. पी. स्टील री-रोल्लिंग मिल लिमिटेड, VIII/635,, फेस I निडा, मेनोनपारा रोड, कजिक्कोड पी.ओ. पालक्काड, केरल-678 621	सामान्य सरंचना इस्पात में पुनर्वेल्लन के लिए कार्बन ढलवाँ इस्पात बिलेट, इंगट, बिलेट, ब्लूम और स्लैब	आई एस- 2830	-	-	1992
99.	6966201	01-09-2009	मोहना ज्वेलर्स, अय्यप्पा चेम्बर्स, मिच्चेल जंगघन, मावेलिककरा, आलप्पुषा, केरल-690 101	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन-	आई एस- 1417	-	-	1999
100.	6966302	01-09-2009	मन्नाडियार ज्वेलरी, 11/1422, मार्केट रोड, सिटी पोस्ट आफिस, पालक्काड, केरल-678 014	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन-	आई एस- 1417	-	-	1999
101.	6966403	01-09-2009	तंक्कमालिका ज्वेलर्स, डोर नं. टी. सी. 1195/X/150 मुन्नूति, तृशूर केरल-680 651	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन-	आई एस- 1417	-	-	1999
102.	6966504	01-09-2009	मुद्रा ज्वेलरी, आलत्तरा, कोडुवायूर पी. ओ. पालक्काड, केरल-678 501	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन-	आई एस- 1417	-	-	1999
103.	6967910	08-09-2009	फातिमा ज्वेलरी, मेईन रोड, अलनल्लूर पी.ओ. पालक्काड, केरल-678 601	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन-	आई एस- 1417	-	-	1999
104.	6968003	08-09-2009	जी.डी.एम. गोल्ड रूम नंबर: 10 तुन्गत्तिल कुञ्चुकृष्णपिल्लें मेम्मोरियल थोप्पिंग कोम्पलेक्स, कायमकुलम, आलप्पुषा, केरल-690 502	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	-	1999
105.	6968306	09-09-2009	सूर्या इन्गस्ट्रीस, पेप्पारा डाम, विधुरा, नेडुमन्नाड तिरुवनन्तपुरम केरल-695 551	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस- 14543	-	-	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
106.	6969005	10-09-2009	सुरभी इसपाट प्रा. लि. न्यू इंडस्ट्रियल डवलपमेंट एरिया, कॉजिकोड, पालक्काड, केरल-678 621	सामान्य संरचना इस्पात में पुनर्वेल्लन के लिए कार्बन ढलवाँ इस्पात बिलेट इंगट, बिलेट, ब्लूम और स्लैब	आई एस- 2830	-	-	1992
107.	6970592	15-09-2009	बीपात कास्टिंग प्रा. लि. VIII/715, जी एंड एच. निडा, कॉजिकोड, पालक्काड, केरल-678 621	सामान्य संरचना इस्पात में पुनर्वेल्लन के लिए कार्बन ढलवाँ इस्पात बिलेट इंगट, बिलेट, ब्लूम और स्लैब	आई एस- 2830	-	-	1992
108.	6970693	16-09-2009	पेरियार वुड्ड प्रोडक्ट्स, तुरुति रोड, चुन्गम, पाप्पिनेशेरी, कण्णूर, केरल-670 561	सामान्य प्थोजनों के लिए प्लैबुड	आई एस- 303	-	-	1989
109.	6970996	17-09-2009	जोस्को ज्वेलर्स प्रा. लि. फैन सेंटर, टी. बी. रोड, पालक्काड केरल-678 002	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन-	आई एस- 1417	-	-	1999
110.	6971089	17-09-2009	कलनगरा, ज्वलरी मारट, इडत्तुरा पोस्ट, आलप्पुषा, केरल-689 573	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन-	आई एस- 1417	-	-	1999
111.	6971190	17-09-2009	रहा ज्वेलरी, डोर नं. पी.पी XIII/177, पोरुर पोस्ट, मलप्पुरम, केरल-679 339	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन-	आई एस- 1417	-	-	1999
112.	6973804	25-09-2009	ऐशर्या बिजनेस कंपनी, चुमात्रा पी.ओ., तिरुवल्ला, पत्तनमतिट्टा, केरल-689 103	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस- 14543	-	-	2004
113.	6975303	05-10-2009	महालक्ष्मी हॉम अपलैन्स, नं. XI/274 सी., उरुम्पनाकुन्न, अल्लूर, कल्लेट्टुमेक्करा, तृशूर, केरल-680 683	घरेलू प्रेशर कुक्कर	आई एस- 2347	-	-	2006
114.	6976103	06-10-2009	वैल्लियप्पल्लिल ज्वेलर्स, टी.बी. रोड, पाला, कोट्टयम, केरल-686 575	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन-	आई एस- 1417	-	-	1999
115.	6976204	06-10-2009	तंकम ज्वेलर्स, हेड पोस्ट आफिस जंगशन, मार्केट रोड, चेगन्नूर, आलप्पुषा, केरल-689 121	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन-	आई एस- 1417	-	-	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
116.	6976305	06-10-2009	मनप्पुरम ज्वेलर्स प्रा.लि., 154 ए, मनप्पुरम हौस, वलप्पाट, तृशूर, केरल-680 567	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन-	आई एस- 1417	-	-	1999
117.	6978410	14-10-2009	लावन्या ज्वेलरी, मैइन रोड, वारापुषा, एर्णाकुलम, केरल-683 517	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	-	1999
118.	6978511	14-10-2009	कुन्नत ज्वेलरी, 5/642/के, कुन्नतु टवेर्स, ए. सी. रोड, आलप्पुषा, केरल-688 524	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	-	1999
119.	6978612	14-10-2009	जोयालुवकास ज्वेलरी, पालस रोड, तृशूर, केरल-680 001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	-	1999
120.	6978713	14-10-2009	श्रीलक्ष्मी ज्वेलरी, बी.जे. आर्कैट, एम.सी. रोड, वय्यपल्ली, मुडवूर पी.ओ. मूवाडुपुषा एर्णाकुलम, केरल-686 669	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	-	1999
121.	6979210	19-10-2009	जी. एस. एंड एंड सणर्स, 40/3030, ब्रोडवे कोचिन, एर्णाकुलम, केरल-682 031	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन	आई एस- 1417	-	-	1999
122.	6981803	29-10-2009	सिलवरलैन मिनरलस प्रा. लि. IV/832 ऐ. डी. ए. कंज्जीक्कोड (वेस्ट), पालक्काट, केरल-678 623	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	आई एस- 14543	-	-	2004
123.	6983096	31-10-2009	चित्रन सणर्स ज्वेलर्स, V/26 ए, मैइन रोड, नेन्मारा, पालक्काट, केरल-678 508	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन-	आई एस- 1417	-	-	1999
124.	6983197	31-10-2009	दुबाई गोल्ड स्कोयर्स डोर नं. 4/904 इरनहोली, कोम्पलेक्स, तंकलास रोड, कोन्गोटी, मलप्पुरम, केरल	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन-	आई एस- 1417	-	-	1999

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 21st July, 2010

S.O. 1932.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following Schedule :

SCHEDULE

Sl. No.	Licences No.	Grant Date	Name & address of the Party	Title of the Standard	IS No.	Part	Sec.	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	6922379	4-4-2009	Mahar Jewellery Main Road Vengara Malappuram Kerala 676 304	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
2.	6922480	6-4-2009	Kalyan Jewellers Salem Pvt. Ltd. TC 37/848-16 East Fort Trivandrum Kerala 695 023	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
3.	6922581	6-4-2009	Navaratna Jewellers Kodumon P.O. Pathanamthitta Kerala 691 555	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
4.	6922682	6-4-2009	Swapna Jewellery Pvt. Ltd. Shop No. 541/I/XII City Centre Complex North Nada Thrissur Kerala	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
5.	6922985	9-4-2009	Mayoor Gold Super Market Kolazhy P.O. Thrissur Kerala 680 010	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
6.	6923078	9-4-2009	Panackavila Jewellers PMC XIII/63 Municipal Shopping Complex Punalur Kollam Kerala	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
7.	6923381	15-4-2009	U Tech. Minerals and Beverages IV/636 Masjid Road Erumathala P.O., Edathala Aluva Ernakulam Kerala 683 112	Packaged drinking water (Other than packaged natural mineral water)	IS 14543-	-	-	2004
8.	6925284	20-4-2009	Vijay Minerals Sy. No. 615/4 Kavassery Alathur Palakkad Kerala 678 543	Packaged drinking water (Other than packaged natural mineral water)	IS 14543	-	-	2004
9.	6925385	8-4-2009	Edimannickal Jewellery Vazhapally P.O. Changanacherry Kottayam Kerala 686 103	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
10.	6925486	21-4-2009	Sri Padmabalaji Steels Pvt. Ltd. 308/1, Menon Para Road New Industrial Development Area Kanjikode Palakkad Kerala 678 621	Carbon steel cast billet ignots, billets, blooms and slabs for re-rolling into steel for general structural purposes	IS 2830	-	-	1992
11.	6926690	27-4-2009	S S Industries Near Valiyannur Village Office Valiyannur Post Varam Kannur Kerala 670 594	Unplasticized pvc pipes for potable water supplies	IS 4985	-	-	2000
12.	6928189	30-4-2009	Deepa Jewellery CP VII/430 Opp. Bus Stand Cheruvathur Kasaragod Kerala 671 313	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
13.	6928492	1-5-2009	Technoflex Cables (1) Pvt. Ltd. Industrial Development Area Edayar, Mupathadam P.O. Aluva Ernakulam Kerala 683 110	Pvc insulated cables for working voltage upto and including 1100 v	IS 694	-	-	1990
14.	6929292	5-5-2009	Rajadhani Gold Super Market Main Road Kanhagad Kasaragod Kerala 671 315	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
15.	6929393	5-5-2009	New Fashion Jewellers Raju Bhavan Thekkumpuram Puthoor P.O. Kollam Kerala 691 507	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
16.	6929494	5-5-2009	Maharaja Jewellers Ezhupunna Grama Panchayat IX 248, Eramalloor P.O. Cherthala Alappuzha Kerala 688 537	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
17.	6929595	28-4-2009	Sunlight Boards (P) Ltd. Mill Road P.O. Baliapatam Kannur Kerala 670 010	Wooden flush door shutters (solid core type) : part 1 plywood face panels	IS 2202	Part	1	1999
18.	6929696	5-5-2009	Sulthana Jewellers Main Road Peringathoor Kannur Kerala 670 675	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
19.	6929797	5-5-2009	Swarnanjali Gold Thalassery Road Nadapuram Verkala (VIA) Kozhikode Kozhikode Kerala 673 504	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
20.	6929902	28-4-2009	Phoenix Plywoods Thuruthi Vayal P.O. Pappinisseri Pappinisseri Kannur Kerala 670 561	Plywood for general purposes	IS 303	-	-	1989

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
21.	6930580	21-4-2009	Valley Drops North Konnakuzhi Via- Chalakudi Thrissur Kerala 680 721	Packaged drinking water (Other than packaged natural mineral water)	IS 14543	-	-	2004
22.	6930883	5-5-2009	Rajco Fashion Jewels Main Road Neyyattinkara Thiruvananthpuram Kerala 695 121	Gold and gold alloys, jewellery/artefacts- fineness and marking	IS 1417	-	-	1999
23.	6930984	5-5-2009	Maliekal Jewellery Main Road Maliekal Shopping Complex North Parur Ernakulam Kerala	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
24.	6931077	5-5-2009	Radha Jewellery Thaliparampil Building Edathua Dist Alleppy Kerala	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
25.	6931582	4-5-2009	Phoenix Plywoods Thuruthi Vayal P.O. Pappinisseri Pappinisseri Kannur Kerala 670 561	Wooden flush door shutters (solid core type) : part I plywood face panels	IS 2202	Part	1	1999
26.	6931784	11-5-2009	Spin Tech Fittings India P. Ltd. Shed No.5, III/90, Mini Industrial Estate Kuttemperoor P. O. Mannar Alappuzha Kerala 689623	Fittings for rigid non-metallic conduits	IS 3419	-	-	1988
27.	6931885	29-4-2009	M S Wood Industries P.O. Kanhirangad (VIA) Karimbam Taliparamba Kannur Kerala 670 142	Wooden flush door shutters (solid core type) : part I plywoodface panels	IS 2202	Part	1	1999
28.	6932180	28-4-2009	Kunnathan Wood products VI/318, Survey No. 352/7, 352/6, 352/2 Block No. 14, Asamanoor P.O. Odakkali Ernakulam Kerala 683 549	Plywood for general purposes	IS 303	-	-	1989
29.	6932281	27-4-2009	Kunnathan Wood Products VI/318, Survey No. 352/7, 352/6, 352/2 Asamanoor P.O. Odakkali Ernakulam Kerala 683 549	Wooden flush door shutters (solid core type) : part I plywood face panels	IS 2202	Part	1	1999
30.	6932584	13-5-2009	Chunghath Jewellery Near Ramdas Theatre M.G. Road Thrissur Kerala 680001	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
31.	6932685	7-5-2009	Global Jewellers Kuttisahib Building Chamber Road Broadway Kochi Ernakulam Kerala 682 031	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	Part	1	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
32.	6934689	19-5-2009	Sree Ayyappa Jewellery Works Puthiyakavu Kilimanoor P.O. Thiruvananthapuram Kerala 695 601	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
33.	6934790	19-5-2009	Sunny Diamonds 40/9134, BEC Rajaji Road Cochin Ernakulam Kerala 682 035	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
34.	6935792	25-5-2009	Pavithra Jewellery Main Road Cherupuzha (Via) Payyannur Kannur Kerala 670 511	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
35.	6936693	25-5-2009	Arena Gold Souk M.P. XIV-621 Thonnakkal P.O. Mangalapuram Junction Thiruvananthapuram Kerala 695 317	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
36.	6936794	25-5-2009	Maland Gold K.P. 3/845 Main Road Koduvally Kozhikode Kerala	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
37.	6937897	1-6-2009	Beepath Castings Pvt. Ltd. VIII/715, G&H Nida Kanjikode Palakkad Kerala 678 621	High strength deformed steel bars and wires for concrete reinforcement	IS 1786	-	-	1985
38.	6938192	26-5-2009	Golden Mouldings 7/559 Mampattapadi Kayiliad shornur Palakkad Kerala 679 122	Injection moulded pvc fittings with solvent cement joints for water supplies:part I general requirements	IS 7834	Part	1	1987
39.	6939602	8-6-2009	Ashiyana Pipes East Kodur Chattipparamba (P.O.) Malappuram Kerala 676 504	High density polyethylene pipes for potable water supplies	IS 4984	-	-	1995
40.	6940482	26-5-2009	S.S. Fashion Jewellery Trikkovil Road Chalikkavattom Vennala P.O. Cochin Ernakulam Kerala 682 028	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
41.	6940684	2-6-2009	Mardec R.K. Latex Pvt. Ltd. Building No. 11/8A, Ward 22 Thampalakkad P.O. Kanjirappally Kottayam Kerala 686 506	Ammonia preserved concentrated natural rubber latex	IS 5430	-	-	1981
42.	6941080	11-6-2009	Sweekar Jewellery Kunnamangalam P.O. Kozhikode DT Kerala 673 571	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
43.	6941181	11-6-2009	R.S. Jewellery Main Road Mannarkkad Palakkad Kerala 678 582	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
44.	6941282	11-6-2009	Persian Jewellery Peeweess Shopping Arcade V.K.Road, Nilambur Malappuram Kerala 679 329	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
45.	6941383	11-6-2009	Ramasons Fashion Jewellery Main Road Thiruvilwamala (P.O.) Thrissur Kerala 680 588	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
46.	6941484	11-6-2009	Ramchandaran Neelakandan Jewellery Swadeshi Shopping Complex Bank Road Kannur Kerala 670 001	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
47.	6941888	9-6-2009	Lakshmi Jewellery Main Road Chinnakkada Kollam Kerala 691 001	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
48.	6942284	15-6-2009	Royal Fold Malabar Shopping Mall Mele Pattambi Junction Pattambi Post Palakkad Kerala 679 303	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
49.	6942385	2-6-2009	Premium Ferro Alloys Ltd. VI/565F, Industrial Develop- ment Area Edayar Binanipuram Alwaye Ernakulam Kerala 683 502	Carbon steel cast billet ignots, billets, blooms and slabs for re-rolling into tenfile structural steel	IS 2831	-	-	2001
50.	6942486	15-6-2009	Mini Fashion Jewellery V/876 F Palace Road Mattancherry Kochi, Ernakulam Kerala 682 002	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
51.	6942587	15-6-2009	Prince Jewellery T.C. No. 37/856 Rajdhani Building East Fort Thiruvananthpuram Kerala 695 023	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
52.	6943185	16-6-2009	Mascom Steel (India) Pvt. Ltd. Near Industrial Development Area Erumathala P.O. Aluva Ernakulam Kerala 683 105	High strength deformed steel bars and wires for concrete reinforcement	IS 1786	-	-	1985
53.	6944894	16-6-2009	Ambuja Cement Limited Behind Q-1, Berth Mattan- cherry Wharf Willingdon Island Cochin, Ernakulam Kerala 682 003	Portland pozzolana cement part 1 flyash based	IS 1489	Part 1 :		1991

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
54.	6945088	10-6-2009	Beta Healthcare Products Private Limited Plot No. 21-B Cochin Special Economic Zone Kakkanad, Ernakulam Kerala 682 037	Surgical rubber gloves	IS 4148	-	-	1989
55.	6945189	22-6-2009	Beepath Castings Private Ltd. VIII/715, G & H Nida Kanjikode Palakkad Kerala 678 621	Steel for general structural purposes	IS 2062	-	-	2006
56.	6945290	22-6-2009	Cochin Cements Limited Newsprint Nagar Velloor Mevelloor P.O. Kottayam Kerala 686 609	43 grade ordinary portland cement	IS 8112	-	-	1989
57.	6946393	30-6-2009	Traco Cable Co. Limited Chumathra P.O. Thiruvalla Pathanamthitta Kerala 689 103	Pvc insulated cables for working voltages upto and including 1100 v	IS 694	-	-	1990
58.	6948094	3-7-2009	Thekkinedath Paravur Jewellery V, 323 Municipal Taxi-cum Shopping Complex Main Road North Paravoor Ernakulam Kerala 683 513	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
59.	6948195	7-7-2009	Manjaly Jewellers Basilica Building Near New Church Thrissur Kerala 680 001	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
60.	6948296	3-7-2009	N.T.M. Jewellery Pandikkad Road Manjeri Malappuram Kerala 676 121	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
61.	6950283	13-7-2009	Akshaya Jewellers 7/687, Male Palayam Road Kozhikode Kerala 673 001	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
62.	6950788	13-7-2009	New Kerala Traders Odakkali Asamanoor P.O. Perumbavoor Ernakulam Kerala 683 549	Plywood for general purposes	IS 303	-	-	1989
63.	6951689	13-7-2009	Mather Water Technologies & Botling Plant Sf. No. 641/16/2, 17/2, 641/12/2, 3/2, 2/2, 2, 2/2, 640/7, 641/16-30 Thrikkovilvattom Village Kannalloor Post Kollam Kerala 691 576	Packaged drinking water (Other than packaged natural mineral water)	IS 14543	-	-	2004
64.	6952085	20-7-2009	Kasargod Atlas Jewellery 425/11 A N.A. Tourist Home Bldg. Near New Bus Stand M.G. Road Kasargod Kerala 670 112	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
65.	6952186	20-7-2009	Krishna Gold Souk Kuttippuram Road Valancherry P.O. Malappuram Kerala 676 522	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
66.	6952287	20-7-2009	Pavithra Jewellery Door No. XIX/1292 Opp. Girls High School A.M. Road Perumbavoor Ernakulam Kerala 683 542	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
67.	6952388	20-7-2009	Kelamanglam Jewellery M.C. Road Chingavanam Kottayam Kerala 686 531	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
68.	6952489	20-7-2009	Kalyan Fashion Jewellers Main Road Kattakada Thiruvananthapuram Kerala	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
69.	6952590	20-7-2009	Leela Jewellers West Gata Ambalapuzha P.O. Alappuzha Kerala 688 561	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
70.	6952691	20-7-2009	M.K. Fashion Jewellery K.P. IX/783 Vattappara P.O. Thiruvananthapuram Kerala 695 028	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
71.	6952792	20-7-2009	V. V. Gold SBP VI 96U, P.K. Complex, Main Road Sulthan Bathery Wayanad Kerala 673 592	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
72.	6953390	14-7-2009	Loyal Food & Beverages Co. 4/513, Industrial Development Area Erumathala P.O. Aluva, Ernakulam Kerala 683 112	Packaged drinking water (Other than packaged natural mineral water)	IS 14543	-	-	2004
73.	6954190	20-7-2009	Harisree Jewellery Varnam P.O. Puthnangadi Cherthala Alappuzha Kerala 688 555	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
74.	6956905	3-8-2009	B-Vive L. & Co. Products KP4/536 B Channayam P.O. Kozhikode Kerala 673 301	Processed cereal based complementary foods for infants	IS 11536	-	-	1997
75.	6957297	4-8-2009	Indira Jewellers Pulamon P.O. Kottarakkara Kollam Kerala 691 531	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
76.	6957301	4-8-2009	G. S. Pai & Co. Door No. VI/1153 Market Road Aluva Ernakulam Kerala 683 101	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
77.	6958808	10-8-2009	Thooba Jewellery Chemmad Malappuram Kerala 676 306	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
78.	6958909	9-8-2009	Nakshatra Jewellers Door No. XXIII/2013/405 Malabar Plaza Mattannur P.O. Kannur, Kerala-670 702	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
79.	6959002	10-8-2009	Kandathil Fashion Jewellers Ettumanoor Ernakulam Main Road Kuruppanthra Kottayam Kerala-686 603	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
80.	6959103	10-8-2009	Thrissur Gold Centre Althra Koduvayur P.O. Palakkad Kerala	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
81.	6959204	10-8-2009	K.P. Chacko & Sons Kakkanattu Jewellers Oliyappuram Shopping Complex P.O. Junction Kothamangalam Ernakulam Kerala	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
82.	6959305	9-8-2009	New Bhima Fashion Jewellers K P II/875 J Bypass Junction Kazhakkuttom Post Thiruvananthapuram Kerala	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
83.	6959406	11-8-2009	Nectar Beverages Edavattom Karuvellil P.O. Ezhukone Kollam Kerala-691 505	Packaged drinking water (Other than packaged natural mineral water)	IS 14543	-	-	2004
84.	6959911	13-8-2009	Athira Gold City Pvt. Ltd. Fort Road Near KSRTC Bus Stand North Parur Ernakulam Kerala-683 513	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
85.	6960084	13-8-2009	Joyalukkas Jewellery East Fort Thiruvananthapuram Kerala	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
86.	6960286	13-8-2009	Madathi Parambil Jewellery Veeges Complex Bye-pass Junction Palarivattom Cochin Ernakulam Kerala-682 025	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
87.	6961995	18-8-2009	Sripuram Jewellery T.C. 39/72(II) Chalai Chali P.O. Thiruvananthapuram Kerala-695 036	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
88.	6962088	18-8-2009	Kareth Fashion Jewellery K. K. Road Kumily Idukki Kerala-685 509	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
89.	6962290	19-8-2009	Sona Jewellery Vadasserikara P.O. Pathanamthitta Kerala-689 662	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
90.	6962896	21-8-2009	Kavil Industries Survey No. 198/16 Kara- varam Chiryainkil Taluk Thiruvananthpuram Kerala-695 102	Packaged drinking water (Other than packaged natural mineral water)	IS 14543	-	-	2004
91.	6963292	19-8-2009	Peecee Plywoods CPW V/636, Keeriyad Chirakkal P.O. Kannur Kerala-670 011	Block boards	IS 1659	-	-	2004
92.	6963393	19-8-2009	Peecee Plywoods CPW V/636, Keeriyad Chirakkal P.O. Kannur Kerala-670 011	Plywood for general purposes	IS 303	-	-	1989
93.	6964803	28-8-2009	Evergreen Beverages 398/2 Kalpakanchery Village Kallingal Kannanalloor Post Malappuram Kerala-676 551	Packaged drinking water (Other than packaged natural mineral water)	IS 14543	-	-	2004
94.	6965502	1-9-2009	Qamar Fashion Gold Pvt. Ltd. Golden Arcade Building Room No. KMC III 183 B 52, 53, 54, 55 New Bus Stand Kasaragod Kerala-671 121	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
95.	6965603	1-9-2009	Kandathil Jewellery Main Road Thalayolaparambu Kottayam Kerala	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
96.	6965704	1-9-2009	Vadakethala Jewellery Vatanappally P.O. Thrissur Kerala-680 614	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
97.	6965805	27-8-2009	A.P. Steel Re-rolling Mills Ltd. VIII/635, Phase I New Industrial Development Area Menonpara Road Kanjikode (P.O.) Palakkad Kerala-678 621	High strength deformed steel bars and wires for concrete reinforcement	IS 1786	-	-	1985
98.	6965906	26-8-2009	A.P. Steel Re-rolling Mills Ltd. VIII/635, Phase I NIDA, Menonpara Road Kanjikode Palakkad Kerala-678 621	Carbon steel cast billet ingots, billets, blooms and slabs for re-rolling into steel for general structural purposes	IS 2830	-	-	1992
99.	6966201	1-9-2009	Mohana Jewellers Ayyappa Chambers Mitchel Junction Mavelikara Alappuzha Kerala-690 101	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
100.	6966302	1-9-2009	Mannadiar Jewellery 11/1422, Market Road City Post Office Palakkad Kerala-678 014	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
101.	6966403	1-9-2009	Thankamalika Jewellers Door No. T.C. 1195/X/150 Mannuthy Thirssur Kerala-680 651	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
102.	6966504	1-9-2009	Mudra Jewellery Althara Koduvayur Post Office Palakkad Kerala-678 501	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
103.	6967910	8-9-2009	Fathima Jewellery Main Road Alanallur P.O. Palakkad Kerala-678 601	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
104.	6968003	8-9-2009	G.D.M. Gold Room No. 10, Thundathil Kunjukrishna Pillai Memorial Shopping Complex Kayamkulam Alappuzha Kerala-690 502	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
105.	6968306	9-9-2009	Surya Industries Peppara Dam P.O. Vithura Nedumangad Thiruvananthapuram Kerala-695 551	Packaged drinking water (Other than packaged natural mineral water)	IS 14543	-	-	2004
106.	6969005	10-9-2009	Surbhi Ispat Pvt. Ltd. New Indl. Development Area Kanjikode Palakkad Kerala-678 621	Carbon steel cast billet ignots, billets, blooms and slabs for re-rolling into steel for general structural purposes	IS 2830	-	-	1992
107.	6970592	15-9-2009	Beepath Castings Private Ltd. VIII/715, G & H Nida Kanjikode Palakkad Kerala-678 621	Carbon steel cast billet ignots, billets, blooms and slabs for re-rolling into steel for general structural purposes	IS 2830	-	-	1992
108.	6970693	16-9-2009	Periyar Wood Products Thuruthi Road Chungam Pappinisseri Kannur Kerala-670 561	Plywood for general purposes	IS 303	-	-	1989
109.	6970996	17-9-2009	Josco Jewellers Pvt. Ltd. Fine Centre T.B. Road Palakkad Kerala-678 002	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
110.	6971089	17-9-2009	Kalangara Jewellery Mart Edathua Post Alappuzha Kerala-689 573	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
111.	6971190	17-9-2009	Raha Jewellery Door No. P.P. XIII/177 P.O. Porur Malappuram Kerala-679 339	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
112.	6973804	25-9-2009	Aiswarya Beverages Co. Chumathra P.O. Thiruvalla Pathanamthitta Kerala-689 103	Packaged drinking water (Other than packaged natural mineral water)	IS 14543	-	-	2004
113.	6975303	5-10-2009	Mahalakshmi Home Appliances No. XI/274C Urumbankunnu Aloor Kalletumkara Thrissur Kerala-680 683	Domestic Pressure cookers	IS 2347	-	-	2006

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
114.	6976103	6-10-2009	Velliappallil Jewellers T.B. Road, Pala Kottayam Kerala-686 575	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
115.	6976204	6-10-2009	Thankam Jewellers Head Post Office Junction Market Road, Chengannur Alappuzha, Kerala-689 121	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
116.	6976305	6-10-2009	Manappuram Jewellers Private Limited 154 A, Manappuram House, Valapad Thrissur, Kerala-680 567	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
117.	6978410	14-10-2009	Lavanya Jewellery Main Road, Varapuzha, Ernakulam Kerala-683 517	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
118.	6978511	14-10-2009	Kunnath Jewellers 5/642/K, Kunnath Towers, A.C. Road, Alappuzha, Kerala-688 524	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
119.	6978612	14-10-2009	Joyajukkas Jewellery Palace Road, Thrissur, Kerala-680 001	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
120.	6978713	14-10-2009	Sreelakshmi Jewellery B.J. Arcade, M. C. Road, Vazhapilly, Mudavoor P.O. Muvattupuzha Ernakulam Kerala-686 669	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
121.	6979210	19-10-2009	G. S. Pai & Sons 40/5030, Broadway Kochi Ernakulam, Kerala-682 031	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
122.	6981803	29-10-2009	Silverline Minerals (P) Ltd. IV/832, I.D.A. Kanjicode, (West) Palakkad, Kerala-678623	Packaged drinking water (Other than packaged natural mineral water)	IS 14543	-	-	2004
123.	6983096	31-10-2009	Chinnan Sons Jewellers V/26A, Main Road, Nemmara Palakkad Kerala-678 508	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999
124.	6983197	31-10-2009	Dubai Gold Souqe Door No. 4/904 Eranholi Complex Thangals Road, Kondotty Malappuram, Kerala	Gold and gold alloys, jewellery/artefacts- Fineness and marking	IS 1417	-	-	1999

कोयला मंत्रालय

नई दिल्ली, 3 अगस्त, 2010

का. आ. 1933.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) के अधीन भारत सरकार में कोयला मंत्रालय के द्वारा जारी की गई में अधिसूचना संख्या का.आ. 2867 तारीख 13 अक्टूबर, 2009 जो भारत के राजपत्र भाग II, खंड 3, उप-खण्ड (ii) तारीख 17 अक्टूबर, 2009 में प्रकाशित की गई थी, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में जिसका माप 46.000 हेक्टेयर (लगभग) या 113.67 एकड़ (लगभग) है कोयले का पूर्वेक्षण करने के अपने आशय की सूचना दी थी;

और केन्द्रीय सरकार का यह समाधान हो गया है कि इस अधिसूचना से उपाबद्ध अनुसूची में विहित उक्त भूमि के भाग में कोयला अभिप्राप्त है;

अतः केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम 1957 की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इससे संलग्न अनुसूची में वर्णित 45.996 हेक्टेयर (लगभग) या 113.66 एकड़ (लगभग) माप की उक्त भूमि का अर्जन करने के अपने आशय की सूचना देती है।

टिप्पण 1 : इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक सं. एसईसीएल/बीएसपी/जीएम/(पीएलजी)/भूमि/379, तारीख 24 मार्च, 2010 का निरीक्षण कलेक्टर, जिला कोरबा (छत्तीसगढ़) के कार्यालय में या कोयला नियंत्रक, 1, काऊंसिल हाऊस स्ट्रीट, कोलकाता-700001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड, राजस्व अनुभाग, सीपत रोड, बिलासपुर-495006, छत्तीसगढ़ के कार्यालय में किया जा सकता है।

टिप्पण 2 : कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है, जिसमें निम्नलिखित उपबंध हैं :—

अर्जन के बाबत आपत्तियाँ :

“8(1) कोई व्यक्ति, जो किसी भूमि में, जिसकी बाबत धारा 7 के अधीन अधिसूचना निकाली गई है, हितबद्ध है, अधिसूचना के निकाले जाने से तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा।

स्पष्टीकरण :—

- (1) इस धारा के अन्तर्गत यह आपत्ति नहीं मानी जाएगी कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन सक्रियाएं करना चाहता है और ऐसी सक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।
- (2) उप-धारा (1) के अधीन प्रत्येक आपत्ति सक्षम अधिकारी को लिखित रूप में की जाएगी और सक्षम अधिकारी, आपत्तिकर्ता को स्वयं सुने जाने, विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जाँच, यदि कोई हो, करने के पश्चात् जो वह आवश्यक समझता है, वह या तो धारा 7 की उप-धारा (1) के अधीन अधिसूचित भूमि का या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़े या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्टें केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।
- (3) इस धारा के प्रयोजनों के लिए वह व्यक्ति भूमि में हितबद्ध समझा जाएगा जो प्रतिकर में हित का दावा करने का हकदार होगा, यदि भूमि या किसी ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते हैं।”

टिप्पण 3 : केन्द्रीय सरकार ने कोयला नियंत्रक, 1, काऊंसिल हाऊस स्ट्रीट, कोलकाता-700001 को उक्त अधिनियम की धारा 3 के अधीन अधिसूचना संख्या का. आ. 905, तारीख 20 मार्च, 1987 द्वारा सक्षम प्राधिकारी नियुक्त किया है।

अनुसूची**सरईपाली खुली खदान (पहला विस्तार) कोयला ब्लॉक, कोरबा क्षेत्र****जिला-कोरबा (छत्तीसगढ़)**

[रेखांक संख्या एसईसीएल/बीएसपी/जीएम(पीएलजी)/भूमि/379, तारीख 24 मार्च, 2010]

सभी अधिकार:

क्रम सं.	ग्राम का नाम	पटवारी हल्का संख्या	ग्राम संख्या	तहसील	जिला	क्षेत्र हेक्टेयर में	टिप्पणियाँ
1	2	3	4	5	6	7	8
1.	बुडबुड	09	66	पाली	कोरबा	41.277	भाग
2.	राहाडीह	09	68	पाली	कोरबा	4.719	भाग

कुल क्षेत्र : 45.996 हेक्टेयर (लगभग) या 113.66 एकड़ (लगभग)

1. ग्राम बुडबुड (भाग) में अर्जित किए जाने वाले प्लॉट संख्या : 1/3, 1/4, 2 से 4, 6, 7 (भाग), 14 से 22, 23(भाग), 27/3 (भाग), 139(भाग) 140/1(भाग), 140/2, 165 से 167, 169(भाग), 178(भाग), 179 से 196, 197(भाग), 198 से 247, 251(भाग), 259(भाग), 260(भाग), 261(भाग), 262 से 264, 265(भाग), 380 से 388, 511, 512, 518 से 522, 532 से 534, 535(भाग), 540(भाग), 617(भाग), 618 से 620, 621(भाग)
2. ग्राम राहाडीह (भाग) में अर्जित किए जाने वाले प्लॉट संख्या : 48(भाग), 49, 66, 67, 68(भाग), 73, 74, 75(भाग), 76(भाग), 77/2, 78(भाग), 79(भाग), 81(भाग), 95(भाग), 103/7

सीमा वर्णन :

ब्लाक-1

- क-ख : रेखा ग्राम बुडबुड में बिन्दु "क" से आरंभ होती है और उसी ग्राम के प्लॉट संख्या 165, 166 के उत्तरी सीमा तथा 140/1, 139, 197, 621 से होकर प्लॉट संख्या 619 के पूर्वी सीमा और 621, 617 से गुजरती हुई प्लॉट संख्या 230, 264 के भागतः पूर्वी सीमा से होकर बिन्दु "ख" पर मिलती है।
- ख-क : रेखा ग्राम बुडबुड के प्लॉट संख्या 264 के भागतः पूर्वी सीमा तथा 261, 265, 260, 259 से होकर प्लॉट संख्या 261 के भागतः दक्षिणी सीमा और 251 से गुजरती हुई प्लॉट संख्या 247 के भागतः दक्षिणी सीमा तथा 251, 178 से होती हुई प्लॉट संख्या 180, 181, 182 के दक्षिणी सीमा और 169 से गुजरती हुई प्लॉट संख्या 167 के दक्षिणी सीमा और 167, 165 के पश्चिमी सीमा से होती हुई आरंभिक बिन्दु "क" पर मिलती है।

ब्लाक-2

- ग-घ : रेखा ग्राम बुडबुड-ढुकुपथरा की सम्मिलित सीमा में बिन्दु "ग" से आरंभ होती है और ग्राम बुडबुड के प्लॉट संख्या 4, 1/4, 1/3 के पश्चिमी 1/3 के उत्तरी 1/3, 3 के पूर्वी सीमा तथा 7 से होकर प्लॉट संख्या 15, 14 के पूर्वी सीमा और 27/3, 23 से गुजरती हुई प्लॉट संख्या 384, 385, 388 के उत्तरी और पूर्वी 387, 386 के पूर्वी 386 के दक्षिणी सीमा से होती हुई बिन्दु "घ" पर मिलती है।
- घ-ग : रेखा ग्राम बुडबुड-ढुकुपथरा के भागतः सम्मिलित सीमा से गुजरती हुई आरंभिक बिन्दु "ग" पर मिलती है।

ब्लाक-3

- ङ-च : रेखा ग्राम बुडबुड-तालापार की सम्मिलित सीमा में बिन्दु "ङ" से आरंभ होती है और ग्राम बुडबुड के प्लॉट संख्या 518, 519 के पश्चिमी 519 के उत्तरी, 512 के भागतः दक्षिणी और पश्चिमी सीमा, 511 के भागतः पश्चिमी और उत्तरी 512, 522, 521, 532 के उत्तरी और पूर्वी, 532 के दक्षिणी, 534 के पूर्वी, 535 के उत्तरी तथा 540 के उत्तरी और पूर्वी सीमा से होती हुई ग्राम बुडबुड-राहाडीह के सम्मिलित सीमा में बिन्दु "च" पर मिलती है।
- च-ङ : रेखा ग्राम बुडबुड के प्लॉट संख्या 540, 535 से होकर ग्राम बुडबुड-तालापार के भागतः सम्मिलित सीमा से होती हुई आरंभिक बिन्दु "ङ" पर मिलती है।

ब्लाक-4

- छ-ज : रेखा ग्राम बुडबुड में बिन्दु "छ" से आरंभ होती है और उसी ग्राम के प्लॉट संख्या 620 के उत्तरी और पूर्वी से होती हुई बिन्दु "ज" पर मिलती है।
- ज-छ : रेखा ग्राम बुडबुड के प्लॉट संख्या 620 के दक्षिणी और पश्चिमी सीमा से होती हुई आरंभिक बिन्दु "छ" पर मिलती है।

ब्लाक-5

- झ-ञ : रेखा ग्राम बुडबुड-राहाडीह की सम्मिलित सीमा में बिन्दु "झ" से आरंभ होती है और ग्राम राहाडीह के प्लॉट संख्या 49 के उत्तरी और पूर्वी 48 के पूर्वी 79, 78, 77/2, 81, 74, 66, 67, 68 के उत्तरी 95, 103/7 के पश्चिमी उत्तरी और पूर्वी सीमा से होती हुई बिन्दु "ञ" पर मिलती है।
- ञ-झ : रेखा ग्राम राहाडीह के प्लॉट संख्या 103/7 के दक्षिणी सीमा और 95, 68 से होकर प्लॉट संख्या 67 के दक्षिणी सीमा तथा 68 से होती हुई प्लॉट संख्या 73 के दक्षिणी सीमा तथा 75, 76, 81 से गुजरती हुई प्लॉट संख्या 77/2 के दक्षिणी सीमा और 78, 79, 48 से होकर प्लॉट संख्या 49 के दक्षिणी और पश्चिमी सीमा से गुजरती हुई आरंभिक बिन्दु "झ" पर मिलती है।

[फा. सं. 43015/20/2009-पी आर आई डब्ल्यू-1]

एम. शहाबुद्दीन, अवर सचिव

MINISTRY OF COAL

New Delhi, the 3rd August, 2010

S.O. 1933.—Whereas, by the notification of the Government of India in the Ministry of Coal No. S.O. 2867 dated the 13th October, 2009 issued under sub-section (1) of section 4 of the Coal Bearing Areas. (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part-II, Section 3, Sub-section (ii) dated the 17th October, 2009, the Central Government gave notice of its intention to prospect for coal in 46,000 hectares (approximately) or 113.67 acres (approximately) of the lands in the locality specified in the Schedule annexed to that notification:

And, whereas, the Central Government is satisfied that coal is obtainable in a part of the said lands prescribed in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 the Central Government hereby gives notice of its intention to acquire the lands measuring 45.996 hectares (approximately) or 113.66 acres (approximately) as All Rights in or over the said lands described in the Schedule appended hereto;

Note 1: The plan bearing number SECL/BSP/GM(PLG)/LAND/ 379 dated the 24th March, 2010 of the area covered by this notification may be inspected at the Office of the Collector, Korba (Chhattisgarh) or at the Office of the Coal Controller, 1, Council House Street, Kolkata - 700001 or at the Office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur, 495006 (Chhattisgarh).

Note. 2: Attention is hereby invited to the provisions of Section 8 of the said Act which provides as follows:

Objection to Acquisition:

“8(1) Any person interested in any land in respect of which a notification under Section 7 has been issued, may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or any rights in or over such land.

Explanation:

- (1) It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operation in the land for the production of coal and that such operation should not be undertaken by the Central Government or by any other person.
- (2) Every objection under, sub-section (1) shall be made to the competent authority in writing, and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further inquiry, if any, as he thinks necessary, either makes a report in respect of the land which has been notified under sub-section (1) of Section 7 or of rights in or over such land, or make different reports in respect of different parcels of such land or of rights in or over such land, to the Central Government, containing his recommendations on the objections, together with the record of the proceedings held by him, for the decision of the Government.
- (3) For the purposes of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act.”

Note 3: The Coal Controller, 1, Council House Street, Kolkata -700001, has been appointed by the Central Government as the competent authority under Section 3 of the said Act, vide notification number S.O. 905, dated the 20th March, 1987, published in Part II, Section. 3, sub-section (ii) of the Gazette of India, dated the 4th April, 1987.

SCHEDULE

Saraipali OC (1st Extension) Coal Block, Korba Area District- Korba (Chhattisgarh)

(Plan bearing number: SECL/BSP/GM(PLG)/LAND/ 379 dated the 24th March, 2010)

All Rights:

1	2	3	4	5	6	7	
Sl. No.	Name of Village	Patwari halka Number	Village Number	Tahsil	District	Area in Hectares	Remarks
1	2	3	4	5	6	7	8
1.	Budbud	09	66	Pali	Korba	41.277	Part
2.	Rahadih	09	68	Pali	Korba	4.719	Part

Total :—45.996 hectares (Approximately) Or 113.66 acres (approximately)

- (1) **Plot numbers to be acquired in village Budbud (Part):** 1/3, 1/4, 2 to 4, 6, 7(P), 14 to 22, 23(P), 27/3(P), 139(P), 140/1(P), 140/2, 165 to 167, 169(P), 178(P), 179 to 196, 197(P), 198 to 247, 251(P), 259(P), 260(P), 261(P), 262 to 264, 265(P), 380 to 388, 511, 512, 518 to 522, 532 to 534, 535(P), 540(P), 617(P), 618 to 620, 621(P)
- (2) **Plot numbers to be acquired in village Rahadih (Part):** 48(P), 49, 66, 67, 68(P), 73, 74, 75(P), 76(P), 77/2, 78(P), 79(P), 81(P), 95(P), 103/7.

Boundary Description:

Block — 1:

- A-B Line starts from point "A" in village Budbud and passes along the northern boundary of plot number 165, 166, through 140/1, 139, 197, 621, eastern boundary of plot number 619, through 621, 617, partly eastern boundary of plot number 230, 264 and meets at point "B".
- B-A Line passes in village Budbud along partly eastern boundary of plot number 264, through 261, 265, 260, 259 then along partly southern boundary of plot number 261 through 251, then along partly southern boundary of plot number 247, through 251, 178, along southern boundary of plot number 180, 181, 182, through 169, then along southern boundary of plot number 167, western boundary of plot number 167, 165 and meets at starting point "A".

Block — 2:

- C-D Line starts from point "C" on the common boundary of village Budbud-Dhukupathara and passes in village Budbud along western boundary of plot number 4, 1/4, 1/3, northern boundary of plot number 1/3 eastern boundary of plot number 1/3, 3, through 7, eastern boundary of 15, 14, through 27/3, 23, northern and eastern boundary of 384, 385, 388, eastern boundary of 387, 386 southern boundary of plot number 386 and meets at point "D".
- D-C Line passes along the partly common boundary of villages Budbud-Ohukupathara and meets at starting point "C".

Block — 3:

- E-F Line starts from point "E" on the common boundary of villages Budbud-Talapar and passes in village Budbud along western boundary of plot number 518, 519, northern boundary of plot number 519, partly southern and western boundary of plot number 512, partly western and northern boundary of plot number 511, northern and eastern boundary of plot number 512, 522, 521, 532, southern boundary of 532, eastern boundary of 534, northern boundary of 535, northern and eastern boundary of 540 and meets at point 'F' on the common boundary of villages Budbud-Rahadih.
- F-E Line passes in village Budbud through plot number 540, 535 then along partly common boundary of villages Budbud-Talapar and meets at starting point "E".

Block — 4:

- G-H Line starts from point "G" in village Budbud and passes along northern and eastern boundary of plot number 620 and meets at point "H".
- H-G Line passes in village Budbud along southern and western boundary of plot number 620 and meets at starting point "G".

Block — 5:

- I-J Line starts from point "I" on the common boundary of villages Budbud-Rahadih and passes in village Rahadih along northern and eastern boundary of plot number 49, eastern boundary of plot number 48, northern boundary of plot number 79, 78, 77/2, 81, 74, 66, 67, 68, western, northern and eastern boundary, of plot number 95, 103/7 and meets at point "J".
- J-I Line passes in village Rahadih along southern boundary of plot number 103/7, through 103/6, southern boundary of plot number 77, through 68, southern boundary of plot number 73, through 75, 76, 81, southern boundary of 77/2, through 78, 79, 48, southern and western boundary of plot number 49 and meets at starting point "I".

आदेश

नई दिल्ली, 3 अगस्त, 2010

फा. आ. 1934.—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का.आ. 58 तारीख 15 मार्च, 2010 जो भारत के राजपत्र भाग II, खंड 3, उप-खण्ड (ii) तारीख 20 मार्च, 2010 में प्रकाशित होने पर, उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि और भूमि में या उस पर के सभी अधिकार (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है) उक्त अधिनियम की धारा 10 की उपधारा (1) के अधीन, सभी विल्लंगमों से मुक्त होकर, आत्मांतिक रूप से केन्द्रीय सरकार में निहित हो गए।

और केन्द्रीय सरकार का यह समाधान हो गया है कि साउथ ईस्टर्न कोलफील्ड्स लिमिटेड बिलासपुर (जिसे इसमें इसके पश्चात् उक्त सरकारी कम्पनी कहा गया है) ऐसे निबंधनों और शर्तों का, जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए तैयार है;

अतः अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम 1957 की धारा 11 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि इस प्रकार निहित उक्त 104.938 हेक्टर (लगभग) माप वाली भूमि और उस पर के सभी अधिकार तारीख 20 मार्च, 2010 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने के स्थान पर निम्नलिखित निबंधनों और शर्तों के अधीन रहने हुए, उक्त सरकारी कम्पनी में निहित हो जाएंगे, अर्थात् :-

- (1) सरकारी कम्पनी, उक्त अधिनियम के उपबंधों के अधीन यथा अवधारित प्रतिकर, ब्याज, नुकसान और वैसी ही मदों की बाबत किए गए सभी संदायों का केन्द्रीय सरकार को प्रतिपूर्ति करेगी ;
- (2) सरकारी कम्पनी द्वारा शर्त (1) के अधीन केन्द्रीय सरकार को संदेय रकमों का अवधारण करने के प्रयोजन के लिए एक अधिकरण का गठन किया जाएगा और ऐसे किसी अधिकरण और ऐसे अधिकरण की सहायता करने के लिए नियुक्त व्यक्तियों के संबंधों में उपगत सभी व्यय उक्त कम्पनी द्वारा वहन किए जाएंगे तथा इसी प्रकार निहित उक्तभूमि में या उस पर के अधिकार के लिए या उसके संबंध में जैसे अपील आदि सभी विधिक कार्यवाहियों की बाबत उपगत, सभी व्यय भी, इसी प्रकार उक्त सरकारी कम्पनी द्वारा वहन किए जाएंगे ;
- (3) सरकारी कम्पनी, केन्द्रीय सरकार या उसके पदाधारियों की ऐसे किसी अन्य व्यय के संबंध में, क्षतिपूर्ति करेंगी जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में केन्द्रीय सरकार या उसके पदाधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो ;
- (4) सरकारी कम्पनी को केन्द्रीय सरकार के पूर्व अनुमोदन के बिना उक्त भूमि और भूमि में या उसके ऊपर इस प्रकार निहित अधिकार को किसी अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी ; और
- (5) सरकारी कम्पनी ऐसे निदेशों और शर्तों का, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिए जाएं या अधिरोपित की जाए, पालन करेंगी।

[फा. सं. 43015/3/2007-पीआरआईडब्ल्यू-1]

एम. शहाबुद्दीन, अवर सचिव

ORDER

New Delhi, the 3rd August, 2010

S.O. 1934.—Whereas, on the publication of the notification of the Government of India in the Ministry of Coal, number S.O. 758 dated 15th March, 2010 published in the Gazette of India, Part - II, Section 3, Sub-section (ii) dated the 20th March, 2010 issued under subsection (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the lands as All Rights in or over such land described in the Schedule appended to the said notification (hereinafter referred to as the said lands) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of section 10 of the said Act ;

And, whereas, the Central Government is satisfied that the South Eastern Coalfields Limited, Bilaspur (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf ;

Now, therefore, in exercise of the power conferred by sub-section (1) of section 11 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, the Central Government hereby directs that the land measuring 104.938 hectares (approximately) as All Rights in or over the said lands so vested, shall with effect from 20th March, 2010 instead of continuing to so vest in the Central Government, vest in the Government Company, subject to the following terms and conditions, namely :

1. the Government Company shall reimburse to the Central Government all payments made in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act;
2. a Tribunal shall be constituted for the purpose of determining the amount payable to the Central Government by the Government Company under condition (1) and all expenditure incurred in connection with any such tribunal and persons appointed to assist the tribunal, shall be borne by the Government Company and similarly, all expenditure incurred in respect of all legal proceedings like appeals etc., for or in connection with the rights in or over the said lands, so, vested, shall also be borne by the, Government Company;
3. the Government Company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials, regarding the rights in or over the said lands so vested;
4. the Government Company shall have no power to transfer the said lands to any other person without the prior approval of the Central Government; and
5. the Government Company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said lands, as and when necessary.

[F. No. 43015/3/2007-PRIW-1]

M. SHAHABUDEEN, Under Secy.

नई दिल्ली, 4 अगस्त, 2010

का. आ. 1935.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उप-धारा (1) के अधीन जारी भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का.आ. 3444 तारीख 10 दिसम्बर, 2009 जो भारत के राजपत्र भाग II, खंड 3, उप-खण्ड (ii) तारीख 19 दिसम्बर, 2009 में प्रकाशित की गई थी, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में जिसका मापमान 662.151 हेक्टेयर या 1636.175 एकड़ है उस पर के सभी अधिकारों का अर्जन करने के अपने आशय की सूचना दी थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दी है;

और केन्द्रीय सरकार को पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और छत्तीसगढ़ सरकार से पुनः परामर्श करने के पश्चात् यह समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित 662.151 हेक्टर (लगभग) या 1636.175 एकड़ (लगभग) माप वाली भूमि के सभी अधिकार अर्जित किए जाने चाहिएं;

अतः केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 9 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इससे संलग्न अनुसूची में वर्णित 662.151 हेक्टर (लगभग) या 1636.175 एकड़ (लगभग) माप वाली भूमि के सभी अधिकार अर्जित किए जाते हैं ;

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक सं. एसईसीएल/बीएसपी/जीएम/(पीएलजी)/भूमि/377, तारीख 4 मार्च, 2010 का निरीक्षण कलेक्टर, सरगुजा (छत्तीसगढ़) के कार्यालय में या कोयला नियंत्रक, 1, काऊंसिल हाऊस स्ट्रीट, कोलकाता-700001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड, राजस्व अनुभाग, सीपत रोड, बिलासपुर-495006, छत्तीसगढ़ के कार्यालय में किया जा सकता है।

अनुसूची

महान III एवं IV ब्लॉक, जगन्नाथपुर ओपनकास्ट परियोजना भटगांव क्षेत्र,

जिला-सरगुजा (छत्तीसगढ़)

[रेखांक संख्या एसईसीएल/बीएसपी/जीएम/(पीएलजी)/भूमि/377, तारीख 4 मार्च, 2010]

सभी अधिकार:

(क) राजस्व भूमि

क्रम सं.	ग्राम का नाम	पटवारी हल्का संख्या	ग्राम संख्या	तहसील	जिला	क्षेत्र हेक्टेयर में	टिप्पणियां
1	2	3	4	5	6	7	8
1.	जगन्नाथपुर	14	93	प्रतापपुर	सरगुजा	259.680	भाग
2.	पम्पापुर	14	94	प्रतापपुर	सरगुजा	8.040	भाग
3.	चउरा	07	35	राजपुर	सरगुजा	253.675	भाग
4.	परसवारकला	07	36	राजपुर	सरगुजा	14.325	भाग

कुल क्षेत्र : 535.720 हेक्टेयर (लगभग) या 1323.764 एकड़ (लगभग)

(ख) वन भूमि :

क्रम सं.	ग्राम का नाम	पटवारी हल्का संख्या	ग्राम संख्या	तहसील	जिला	क्षेत्र हेक्टेयर में	टिप्पणियां
1.	जगन्नाथपुर	14	93	प्रतापपुर	सरगुजा	63.410	भाग
2.	पम्पापुर	14	94	प्रतापपुर	सरगुजा	6.930	भाग
3.	चउरा	07	35	राजपुर	सरगुजा	50.612	भाग
4.	परसवारकला	07	36	राजपुर	सरगुजा	5.479	भाग

कुल क्षेत्र : 126.431 हेक्टर (लगभग) या 312.411 एकड़ (लगभग)

कुल योग (क+ख): 535.720 + 126.431=662.151 हेक्टर (लगभग)
या 1636.175 एकड़ (लगभग)

1. ग्राम जगन्नाथपुर (भाग) में अर्जित किए जाने वाले प्लॉट संख्या :

899 से 910, 911 (भाग), 912 से 922, 929 (भाग), 930, 931 (भाग), 932, 933 (भाग); 952 (भाग), 953 (भाग), 955 (भाग), 956 (भाग), 1148 (भाग), 1149 (भाग), 1153, 1154 (भाग), 1155 से 1462, 1463 (भाग), 1464 से 1555, 1557 से 1752, 1182/1755, 1470/1757, 1475/1758, 1476/1759, 1548/1760

2. ग्राम पम्पापुर (भाग) में अर्जित किए जाने वाले प्लॉट संख्या :

2 से 12, 13 (भाग), 14 (भाग), 15 से 19, 72 (भाग), 73 to 76, 115 (भाग), 116 (भाग), 122 (भाग)

3. ग्राम चउरा (भाग) में अर्जित किए जाने वाले प्लॉट संख्या :

150 (भाग), 173 (भाग), 176 (भाग), 177, 178, 179 (भाग) 181 (भाग), 182 (भाग), 183 to 199, 200 (भाग), 201 to 229, 230 (भाग), 231 (भाग), 232 (भाग), 468 (भाग), 509 (भाग), 687 (भाग), 688 से 877, 878 (भाग), 879 से 909, 910 (भाग), 911 (भाग), 912 (भाग), 913 से 923, 924 (भाग), 927 (भाग), 928, 929 (भाग), 931 (भाग), 1043 से 1054, 1059 से 1061, 1063 से 1069, 1071 से 1074, 1075 (भाग)

4. ग्राम परसवारकला (भाग) में अर्जित किए जाने वाले प्लॉट संख्या :

01 से 07, 08 (भाग), 1357 से 1358, 1359 (भाग), 1363, 1364 (भाग), 1365 से 1366, 1367 (भाग), 1368 (भाग), 1500 (भाग)

सीमा वर्णन :

क-ख : रेखा ग्राम पम्पापुर में बिन्दु "क" से आरंभ होती है और अम्बिकापुर-प्रतापपुर पीडब्ल्यूडी सड़क के पूर्वी किनारे से होती हुई ग्राम जगन्नाथपुर में प्रवेश करती है और उसी सड़क के पूर्वी किनारे होती हुई बिन्दु "ख" पर मिलती है।

ख-ग : रेखा ग्राम जगन्नाथपुर के प्लॉट संख्या 913, 922 के पश्चिमी सीमा से होकर प्लॉट संख्या 929, 933, 931, 952, 953, 911 से गुजरती हुई बिन्दु "ग" पर मिलती है।

ग-घ : रेखा ग्राम जगन्नाथपुर के प्लॉट संख्या 1484, 1485, 1483, 1482, 1481, 1479/2, 1480, 1466 के उत्तरी सीमा से होती हुई बिन्दु "घ" पर मिलती है।

घ-ङ : रेखा ग्राम जगन्नाथपुर के प्लॉट संख्या 1463, 955, 956 से होकर प्लॉट संख्या 1156, 1155, 1153 के पश्चिमी सीमा से होती हुई बिन्दु "ङ" पर मिलती है।

ङ-च : रेखा ग्राम जगन्नाथपुर के प्लॉट संख्या 1153 के उत्तरी सीमा से होकर 1154 से गुजरकर पुनः 1149, 1169 के उत्तरी सीमा से होकर प्लॉट संख्या 1148 से गुजरती है और ग्राम चउरा में प्रवेश करती है और प्लॉट संख्या 200, 181, 179, 182, 179, 173, 176, 200, 150 से गुजरती हुई बिन्दु "च" पर मिलती है।

च-छ : रेखा ग्राम चउरा के प्लॉट संख्या 150, 687, 1075, 232, 231, 230, 468 से गुजरती है, उसके बाद प्लॉट संख्या 509 एवं घोघर नाला के पूर्वी किनारे से होती हुई बिन्दु "छ" पर मिलती है।

छ-ज : रेखा ग्राम चउरा के घोघर नाला के दक्षिणी किनारे से होती हुई बिन्दु "ज" पर मिलती है।

ज-झ : रेखा ग्राम चउरा के प्लॉट संख्या 878, 931, 910, 912, 911, 929, 928, 927, 924 से गुजरती हुई ग्राम परसवार कला में प्रवेश करती है और प्लॉट संख्या 8, 1500 से होकर बिन्दु "झ" पर मिलती है।

झ-क : रेखा ग्राम परसवार कला के प्लॉट संख्या 1500, 3, 1500, 1368, 1367, 1364, 1362, 1363, 1359 से होकर होती हुई ग्राम पम्पापुर में प्रवेश करती है, और प्लॉट संख्या 125, 122, 116, 115 से होकर प्लॉट संख्या 78, 77, 70, 71, के उत्तरी सीमा से गुजरती है फिर प्लॉट संख्या 72, 13, 14 से होकर प्लॉट संख्या 22, 21, 20 के उत्तरी सीमा से होती हुई आरंभिक बिन्दु "क" पर मिलती है।

New Delhi, the 4th August, 2010

S.O. 1935.—Whereas, by the notification of the Government of India in the Ministry of Coal number S.O. 3444 dated the 10th December, 2009, issued under sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part - II, Section 3, Sub-section (ii) dated the 19th December, 2009, the Central Government gave notice of its intention to acquire 662.151 hectares or 1636.175 Acres land as all rights in or over such lands specified in the Schedule appended to that notification;

And whereas, the competent authority in pursuance of Section 8 of the said Act, has made his report to the Central Government;

And whereas, the Central Government after considering the aforesaid report and after consulting the Government of Chhattisgarh, is satisfied that the lands measuring 662.151 hectares (approximately) or 1636.175 acres (approximately) as all rights in or over such lands as described in the Schedule appended hereto, should be acquired;

Now, therefore, in exercise of the powers conferred by sub section (1) of Section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 the Central Government hereby declares that the land measuring 662.151 hectares (approximately) or 1636.175 acres (approximately) as all rights in or over such lands as described in the Schedule are hereby acquired;

The Plan bearing number SECL/BSP/GM/(PLG)/LAND/377 dated the 4th March, 2010 of the area covered by this notification may be inspected at the Office of the Collector, Surguja (Chhattisgarh) or at the Office of the Coal Controller, Council House Street, Kolkata - 700001 or at the Office of the South Eastern Coalfield Limited (Revenue Section) Seor Road, Bilaspur-495006 (Chhattisgarh).

SCHEDULE

MAHAN III & IV BLOCK, JAGANNATHPUR OPEN CAST PROJECT

Bhatgaon Area, District—Surguja (Chhattisgarh).

[Plan bearing number: SECL/BSP/GM/(PLG)/Land/377 dated the 4th March, 2010]

(All Rights)

(A) Revenue Land :

Sl. No.	Name of Village	Patwari halka Number	Village Number	Tahsil	District	Area in Hectares	Remarks
1	2	3	4	5	6	7	8
1.	Jagannathpur	14	93	Pratappur	Surguja	259.680	Part
2.	Pumpapur	14	94	Pratappur	Surguja	8.040	Part
3.	Chaura	07	35	Rajpur	Surguja	253.675	Part
4.	Paraswarkala	07	36	Rajpur	Surguja	14.325	Part
Total : 535.720 hectares (approximately) or 1323.764 acres (approximately) :							

(B) Forest Land (CJJ/BJJ) :

Sl. No.	Name of Village	Patwari halka Number	Village Number	Tahsil	District	Area in Hectares	Remarks
1	2	3	4	5	6	7	8
1.	Jagannathpur	14	93	Pratappur	Surguja	63.410	Part
2.	Pumpapur	14	94	Pratappur	Surguja	6.930	Part
3.	Chaura	07	35	Rajpur	Surguja	50.612	Part
4.	Paraswarkala	07	36	Rajpur	Surguja	5.479	Part
Total: 126.431 hectares (approximately) or 312.411 acres (approximately) :							

Grand Total (A+B) : 535.720 + 126.431 = 662.151 hectares (approximately) or 1636.175 acres (approximately).

1. Plot numbers to be acquired in village JAGANNATHPUR(Part):

899 to 910, 911 (Part), 912 to 922, 929 (Part), 930, 931 (Part), 932, 933 (Part); 952 (Part), 953 (Part), 955 (Part), 956 (Part), 1148 (Part), 1149 (Part), 1153, 1154 (Part), 1155 to 1462, 1463 (Part), 1464 to 1555, 1557 to 1752, 1182/1755, 1476/1757, 1475/1758, 1476/1759, 1548/1760

2. Plot numbers to be acquired in village PUMPAPUR (Part):

2 to 12, 13 (Part), 14 (Part), 15 to 19, 72 (Part), 73 to 76, 115 (Part), 116 (Part), 122 (Part)

3. Plot numbers to be acquired in village CHAURA (Part):

150 (Part), 173 (Part), 176 (Part), 177, 178, 179 (Part) 181 (Part), 182 (Part), 183 to 199, 200 (Part), 201 to 229, 230 (Part), 231 (Part), 232 (Part), 468 (Part), 509 (Part), 687 (Part), 688 to 877, 878 (Part), 879 to 909, 910 (Part), 911 (Part), 912 (Part), 913 to 923, 924 (Part), 927 (Part), 928, 929 (Part), 931 (Part), 1043 to 1054, 1059 to 1061, 1063 to 1069, 1071 to 1074, 1075 (Part)

4. Plot numbers to be acquired in village PARASWARKALA (Part):

01 to 07, 08 (Part), 1357 to 1358, 1359 (Part), 1363, 1364 (Part), 1365 to 1366, 1367 (Part), 1368 (Part), 1500 (Part)

Boundary Description:

- A-B: Line starts from Point "A" in village Pumpapur and passes along eastern side of Ambikapur-Pratappur PWD road then enter in village Jagannathpur and passes along eastern side of same road and meet at point "B".
- B-C: Line passes in village Jagannathpur along western boundary of plot no, 913, 922, and through plot no 929, 933, 931, 952, 953, 911 and meet at point "C".
- C-D: Line passes in village Jagannathpur along northern boundary of plot no 1484, 1485, 1483, 1482, 1481, 1479/2, 1480, 1466, and meet at point "D".
- D-E: Line passes in village Jagannathpur through plot no 1463, 955, 956, then boundary of plot no 1156, 1155, 1153, and meet at point "E".
- E-F: Line passes in village Jagannathpur along northern boundary of plot no. 1153, through 1154, again along northern boundary of 1149, 1169, through plot no 1148 then entered in village Chaura and passes through of plot no 200, 181, 179, 182, 179, 173, 176, 200, 150 and meet at point "F".
- F-G: Line passes in village Chaura through plot no 150, 687, 1075, 232, 231, 230, 468 after that the Eastern of plot no 509 eastern bank and Ghoghar Nullah and meet at point "G".
- G-H: Line passes in village Chaura along south bank of Ghoghar nullah & meet at point "H".
- H-I: Line passes in village Chaura through plot no 878, 931, 910, 912, 911, 929, 928, 927, 924, and enter in village Paraswarkala and passes through plot no 8, 1500 and meet at point "I".
- I-A: Line passes in village Paraswarkala through plot no 1500, 3, 1500, 1368, 1367, 1364, 1362, 1363, 1359, and enter in village Pumpapur and passed through plot no 125, 122, 116, 115, along northern boundary of plot no 78, 77, 70, 71 after that through plot no 72, 13, 14 along northern boundary of plot no 22, 21, 20, and meets at starting point "A".

[F. No. 43015/5/2009-PW-I]

M. SHAHABUDDIN, Joint Secretary.

नई दिल्ली, 5 अगस्त, 2010

का. आ. 1936.—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाबद्ध अनुसूची में उल्लिखित भूमि में कानूनी अधिग्रहण किए जाने की संभावना है ;

अतः अब केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम 1957 (1957 का 20) की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि में कोयले का पूर्वक्षण करने के अपने आशय की सूचना देती है।

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक संख्या राजस्व/02/2010, तारीख 2 जनवरी, 2010 का निरीक्षण महाप्रबंधक (भूमि और राजस्व), दरभंगा हाउस, सेंट्रल कोलफील्ड्स लिमिटेड, रांची या महाप्रबंधक, राजस्व क्षेत्र या उपायुक्त, लेतेहार और उपायुक्त चतरा, झारखंड के कार्यालय में या मुख्य महाप्रबंधक (खोज प्रभाग), केन्द्रीय खनन योजना और डिजाईन संस्थान गोंडवाना प्लेस, कान्हे रोड, रांची के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट कोलकाता के कार्यालय में किया जा सकता है।

इस अधिसूचना के अन्तर्गत आने वाली भूमि में हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उप-धारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों का इस अधिसूचना के राजपत्र में प्रकाशित की तारीख से नब्बे दिनों के भीतर भारसाधक अधिकारी या महाप्रबंधक (भूमि और राजस्व), सेंट्रल कोलफील्ड्स लिमिटेड, रांची को भेजेंगे।

अनुसूची**कोयदा और मनातू ब्लॉक कोल माइनिंग ब्लॉक जिला-लातेहार और चतरा (झारखण्ड)**

रेखांक संख्या राजस्व/02/2010 तारीख 2 जनवरी, 2010

सभी अधिकार:

क्रम सं.	मौजा/ग्राम	थाना	थाना/ग्राम सं.	जिला	क्षेत्र (हेक्टेयर में) (लगभग)	क्षेत्र (एकड़ में) (लगभग)	टिप्पणी
1	2	3	4	5	6	7	8
1.	बनालाल	बालुमाथ	49	लातेहार	262.75	649.00	भाग
2.	मनातु	बालुमाथ	50	लातेहार	236.84	585.00	भाग
3.	बनवार	बालुमाथ	51	लातेहार	51.82	128.00	भाग
4.	सोपरम	टंडवा	24	चतरा	212.14	524.00	भाग
5.	बरकुटे	टंडवा	25	चतरा	103.02	254.46	भाग
6.	कोयद	टंडवा	31	चतरा	321.05	793.00	भाग
7.	नौडीहा	टंडवा	32	चतरा	67.62	167.00	भाग
कुल क्षेत्र :					1255.24	3100.46	

कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 4(1) के अधीन अधिसूचित किए जाने वाले क्षेत्र की सीमा का वर्णन ।

कोयद और मनातु ब्लॉक, सीमा का वर्णन :

क-ख : रेखा 'क' से आरम्भ होकर मनातु और बनवार ग्रामों के भाग से होकर गुजरती है और 'ख' बिन्दु पर मिलती है ।

ख-ग : रेखा, बनवार और कुरलुंगा, बनालात तथा कुरलुंगा, बरकुटे और कुरलुंगा, बरकुटे और सराधु, कोयद और सराधु कोयद और हंचावलिया ग्रामों के भाग की सम्मिलित सीमाओं से गुजरती हुई 'ग' बिन्दु पर मिलती है ।

ग-घ : रेखा, कोयद और नोनेहे, नौडीहा और नोनेहे ग्रामों की सम्मिलित सीमाओं से होती हुई 'घ' बिन्दु पर मिलती है ।

घ-क : रेखा, नौडीहा, कोयद, सोपरम, बनालात और मनातु ग्रामों के भागों से होकर प्रारंभ बिन्दु 'क' पर मिलती है ।

[फा. सं. 43015/11/2010/पी आर आई डब्ल्यू-1]

एम. शहाबुद्दीन, अवर सचिव

New Delhi, the 5th August, 2010

S.O. 1936.—Whereas, it was notified by the Central Government that coal is to be obtained from the lands in the locality mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Area (Acquisitions and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein;

The Plan bearing number Rev./02/2010, dated the 2nd January, 2010 of the area covered by this notification can be inspected in the office of the General Manager (Land and Revenue), Darbhanga House, Central Coalfields Limited, Ranchi or General Manager, Rajhara Area or Dy. Commissioner, Latehar, and Deputy Commissioner, Chatra, Jharkhand or at the office of the Chief General Manager (Exploration Division), Central Mine Planning and Design Institute, Gondwana Place, Kanke Road, Ranchi or at the office of the Coal Controller, I, Council House Street, Kolkata.

All persons interested in the land covered by this notification shall deliver all maps, chart and other documents referred in sub-section (7) of section 13 of the said Act to the Officer-in-Charge or General Manager (Land & Revenue), Central Coalfields Limited, Ranchi within ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

Koyed & Manatu Block Coal Mining Block

District - Latehar and Chatra (Jharkhand)

Plan bearing number: Rev./102/2010, dated the 2nd January, 2010

ALL RIGHTS

Sl. No.	Mauja/ Village	Thana	Village/ Thana- No.	District	Area (in hectare) (approx.)	Area (in acres) (approx.)	Remarks
1.	Banalat	Balumath	49	Latehar	262.75	649.00	Part
2.	Manatu	Balumath	50	Latehar	236.84	585.00	Part
3.	Banwar	Balumath	51	Latehar	51.82	128.00	Part
4.	Soparam	Tandwa	24	Chatra	212.14	524.00	Part
5.	Barkute	Tandwa	25	Chatra	103.02	254.46	Full
6.	Koed	Tandwa	31	Chatra	321.05	793.00	Part
7.	Naudiha	Tandwa	32	Chatra	67.62	167.00	Part
Total Area:					1255.24	3100.46	

Boundary description of the area being notified under Section 4(1) of the CBA (A&D) Act, 1957

Koyed and Manatu Block, Boundary Description :

A-B Line starts from 'A' and passes through Part villages Manatu and Banwar meets at point 'B'.

B-C Line passes, through common boundary of part villages Banwar and Kurlunga, Banalat & Kurlunga, Barkute and Kurlunga, Barkutu and Saradhu, Koed and Saradhu, Koed and Hechabalia and meets at point 'C'.

C-D Line passes, through common boundary of Koed and Honhe Naudiha and Honhe and meets at point 'D'.

D-A Line passes, through in part villages Naudiha, Koed, Sopram, Banalat and Manatu and meets at starting point 'A'.

[F. No. 43015/11/2010-PRIW-I]

M. SHAHABUDEEN, Under Secy.

नई दिल्ली, 5 अगस्त, 2010

का. आ. 1937.—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाबद्ध अनुसूची में उल्लिखित भूमि में कोयला अधिप्राप्त किए जाने की संभावना है ;

अतः अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम 1957 (1957 का 20) की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि में कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है;

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक संख्या राजस्व/01/2010, तारीख 2 जनवरी, 2010 का निरीक्षण महाप्रबन्धक (भूमि और राजस्व), दरभंगा हाउस, सेंट्रल कोलफिल्ड्स लिमिटेड, रांची या महाप्रबन्धक, रजहरा क्षेत्र या उपायुक्त, हजारीबाग और उपायुक्त चतरा, झारखंड के कार्यालय में या मुख्य महाप्रबन्धक (खोज प्रभाग), केन्द्रीय खनन योजना और डिजाईन संस्थान, गोंडवाना प्लेस, काको रोड, रांची के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट कोलकाता के कार्यालय में किया जा सकता है;

इस अधिसूचना के अन्तर्गत आने वाली भूमि में हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उप-धारा (7) में निर्दिष्ट सभी मापन कार्य और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशित की तारीख से नब्बे दिनों के भीतर भारसाधक अधिकारी या महाप्रबंधक (जमीन और राजस्व), सेंट्रल कोलफील्ड्स लिमिटेड, रांची को भेजेंगे।

अनुसूची

पचरा और पचरा साउथ कोल माइनिंग ब्लॉक जिला-चतरा और हजारीबाग (झारखण्ड)

रेखांक संख्या राजस्व/01/2010 तारीख 2 जनवरी, 2010

क्र.सं.	मौजा/ग्राम	थाना	थाना/ग्राम सं.	जिला	क्षेत्र (हेक्टेयर में) (लगभग)	क्षेत्र (एकड़ में) (लगभग)	टिप्पणी
1	2	3	4	5	6	7	8
1	छट्टीबरियातु	बड़कागांव	14	हजारीबाग	82.59	204.00	भाग
2	जोरदाग	बड़कागांव	15	हजारीबाग	368.42	910.00	भाग
3	नावाखाप	टंडवा	47	चतरा	56.27	139.00	भाग
4	पचनारा	टंडवा	48	चतरा	292.35	722.11	पूर्ण
5	सिझुआ	टंडवा	53	चतरा	228.81	565.18	पूर्ण
6	उरसु	टंडवा	54	चतरा	64.26	158.71	भाग
7	बुकुरु	टंडवा	55	चतरा	403.65	997.00	भाग
कुल क्षेत्र :					1496.35	3696.00	

कायला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 4(1) के अधीन अधिसूचित किए जाने वाले क्षेत्र की सीमा का वर्णन :

पचरा और पचरा साउथ ब्लॉक, सीमा का वर्णन :

उत्तर-पूर्व : रेखा 'क' से आरम्भ होती है और गांव नावाखाप और सेरंदाग, पचनारा और बिगलात, सिझुआ और कुमारंग कलां, बुकुरु और उरसु के पश्चिमी सम्मिलित सीमा के साथ-साथ और गड़ही नदी के मध्य से होते हुए 'ग' बिन्दु पर मिलती है।

उत्तर-पश्चिम : रेखा गांव बुकुरु से होते हुए 'घ' बिन्दु पर मिलती है।

पश्चिम : रेखा, बुकुरु, जोरदाग और छट्टीबरियातु ग्रामों के आंशिक भाग से होते हुए 'ड' बिन्दु पर मिलती है।

दक्षिण : रेखा छट्टीबरियातु और नावाखाप ग्रामों के आंशिक भाग से होते हुए प्रारंभ बिन्दु 'क' पर मिलती है।

[फा. सं. 43015/10/2010-पी आर आई डब्ल्यू-1]

एम. शहाबुद्दीन अवगर सचिव

New Delhi, the 5th August, 2010

S.O. 1937,---Whereas, it was notified by the Central Government that coal is to be obtained from the lands in the localities mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Coal Bearing Area (Excavations and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein;

The Plan bearing number- Rev./01/2010 dated the 2nd January, 2010 of the area covered by this notification shall be inspected at the Office of the General Manager (Land and Revenue), Darbhanga House, Central Coalfields Limited, Ranchi or General Manager, Rajhara Area or Deputy Commissioner, Hazaribagh, and Deputy Commissioner, Jharkhand or at the Office of the Chief General Manager (Exploration Division), Central Mine Planning and Design Institute, Gondwana Place, Kanke Road, Ranchi or at the Office of the Coal Controller, 1, Council House Street, Kolkata.

All persons interested in the land covered by this notification shall deliver all maps, chart and other documents referred in sub-section (7) of section 13 of the said Act to the Officer-in-Charge or General Manager (Land & Revenue), Central Coalfields Limited, Ranchi within ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

Pachra and Pachra South Coal Mining Block

District - Chatra and Hazaribagh (Jharkhand)

Plan bearing number Rev. /01/2010 dated the 2nd January, 2010

Sl. No.	Mauja/ Village	Thana	Village/ Thana- No.	District	Area (in hectare) (approx.)	Area (in acres) (approx.)	Remarks
1.	Chhattibariatu	Barkagaon	14	Hazaribagh	82.59	204.00	Part
2.	Jordag	Barkagaon	15	Hazaribagh	368.42	910.00	Part
3.	Nawakhap	Tandwa	47	Chatra	56.27	139.00	Part
4.	Pachanra	Tandwa	48	Chatra	292.35	722.11	Full
5.	Sijhua	Tandwa	53	Chatra	228.81	565.18	Full
6.	Ursu	Tandwa	54	Chatra	64.26	158.71	Part
7.	Bukru	Tandwa	55	Chatra	403.65	997.00	Part
Total Area					1496.35	3696.00	

Boundary description of the area being notified under section 4(1) of the Coal Bearing Area (Acquisition and Development) Act, 1957

Pachra and Pachra South Block Boundary Description :

- A-B-C Line starts from 'A' and passes through along with centre line of Garhi Nadi Western common boundary of villages Nawakhap and Serandag, Pachanra and Bingalat, Sijhua and Kumarang Kalan, Bukru and Ursu and meets at point 'C'
- C-D Line passes, through in village Bukru and meets at point 'D'
- D-E Line passes, through in part villages Bukru, Jordag and Chhatibariatu and meets at point 'E'.
- E-A Line passes, through in part villages Chhatibariatu and Nawakhap and meets at starting point 'A'.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 29 जुलाई, 2010

का.आ. 1938.—केन्द्रीय सरकार पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का.आ. 3037 तारीख 4 नवम्बर, 2009 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उड़ीसा राज्य की तहसील : एसमा, जिला : जगतसिंहपुर की भूमि में, परादीप-सम्बलपुर-रायपुर-राँची पाइपलाइन परियोजना के कार्यान्वयन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा उड़ीसा राज्य में परादीप से रायपुर (छत्तीसगढ़) एवं राँची (झारखण्ड) तक पेट्रोलियम उत्पादों के परिवहन के लिए पाइपलाइन बिछाने हेतु उपयोग के अधिकार का अर्जन करने के अथवा आशय की घोषणा की थी;

और उक्त अधिसूचना की प्रतियाँ जनता को तारीख 15 दिसम्बर, 2009 को उपलब्ध करा दी गई थी;

और उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के लिये इस अधिसूचना से उपाबद्ध अनुसूची में भूमि में उपयोग के अधिकार अर्जित करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के उपयोग का अधिकार अर्जित किया जाता है;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग के अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त होकर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील-एसमा	जिला-जगतसिंहपुर	राज्य-उड़ीसा		
गांव का नाम	प्लॉट नं.	क्षेत्रफल		
	हेक्टर	एयर	वर्ग मीटर	
1	2	3	4	5
बलेइपूर	430	00	03	77
	468	00	00	45
	431	00	08	81
	429	00	02	62
	428	00	00	20

1	2	3	4	5
बलेइपूर	432	00	06	40
	435	00	22	12
	448	00	03	30
	447	00	02	38
	446	00	02	00
	443	00	16	56
	424	00	01	08
	407	00	00	20
	408	00	03	45
	409	00	01	44
	410	00	02	52
	411	00	07	92
	412	00	05	40
	395	00	00	30
	397	00	08	15
	396	00	03	24
	398	00	01	21
भईचो	549	00	00	39
	1	00	12	08
बरेइकण	376	00	02	49
	378	00	00	78
	379	00	00	20
	383	00	06	32
	384	00	03	18
	382	00	00	20
	403	00	02	90
	398	00	03	34
	386	00	10	95
	387	00	03	42
	388	00	00	20
	352	00	17	75
साईटोल	24	00	00	54
	27	00	05	94
	26	00	03	42
	25	00	01	60
	50	00	00	20
	52	00	00	35
	19	00	04	68
	53	00	00	70
	54	00	03	90
	16	00	05	22
	15	00	03	47
	56	00	01	80

1	2	3	4	5
साईटोल	57	00	08	72
	58	00	00	25
	10	00	17	00
	7	00	00	60
	6	00	00	81
	5	00	06	00
	105	00	02	10
	4	00	05	04
	3	00	03	55
	108	00	02	03
	2	00	05	04
	1	00	01	44

[सं. आर-25011/11/2009-ओ.आर-1]

बी. के. दत्ता, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 29th July, 2010

S.O. 1938.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 3037 dated 4-11-2009 issued under sub section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the right of user in the land in Tehsil-Erasama, District-Jagatsinghpur, in Orissa State, specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of Petroleum products from Paradip (Orissa) to Raipur (Chhattisgarh) and Ranchi (Jharkhand) by Indian Oil Corporation Limited;

And whereas, copies of the said notification were made available to the public on 15th December 2009;

And whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted his report to the Central Government;

And whereas, the Central Government has after considering the said report, decided to acquire the right of user in the land specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Central Government hereby directs the right of user in the said land shall instead of vesting in the Central Government, vest on date of publication of this declaration, in Indian Oil Corporation Limited, free from all encumbrances.

SCHEDULE				
Tehsil : Erasama District : Jagatsinghpur State : Orissa				
Name of the Village	Plot No.	Area		
		Hectare	Are	Sq. Mtr.
1	2	3	4	5
Baleipur	430	00	03	77
	468	00	00	45
	431	00	08	81
	429	00	02	62
	428	00	00	20
	432	00	06	40
	435	00	22	12
	448	00	03	30
	447	00	02	38
	446	00	02	00
	443	00	16	56
	424	00	01	08
	407	00	00	20
	408	00	03	45
	409	00	01	44
Bhaincho	410	00	02	52
	411	00	07	92
	412	00	05	40
	395	00	00	30
	397	00	08	15
	396	00	03	24
	398	00	01	21
	549	00	00	39
	1	00	12	08
Bareikana	376	00	02	49
	378	00	00	78
	379	00	00	20
	383	00	06	32
	384	00	03	18
	382	00	00	20
	403	00	02	90
	398	00	03	34
	386	00	10	95
	387	00	03	42
	388	00	00	20
	352	00	17	75
Saintol	24	00	00	54
	27	00	05	94
	26	00	03	42

1	2	3	4	5
Saintal	25	00	01	60
	50	00	00	20
	52	00	00	35
	19	00	04	68
	53	00	00	70
	54	00	03	90
	16	00	05	22
	15	00	03	47
	56	00	01	80
	57	00	08	72
	58	00	00	25
	10	00	17	00
	7	00	00	60
	6	00	00	81
	5	00	06	00
	105	00	02	10
	4	00	05	04
	3	00	03	55
	108	00	02	03
	2	00	05	04
	1	00	01	44

[No. R-25011/11/2009-OR-1]

B. D. DATTA, Under Secy.

नई दिल्ली, 29 जुलाई, 2010

का.आ. 1939.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पारादीप (उड़ीसा) से रायपुर (छत्तीसगढ़) एवं राँची (झारखण्ड) तक पेट्रोलियम उत्पादों के परिवहन के लिये इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा “पारादीप-सम्बलपुर-रायपुर-राँची पाइपलाइन” बिछाई जानी चाहिये;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि, जिसके नीचे पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपायद्ध अनुसूची में वर्णित है, में उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषण करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में

श्री सुकांत कुमार प्रधान, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, पारादीप-सम्बलपुर-रायपुर-राँची पाइपलाइन परियोजना, 1295, फॉरेस्ट पार्क, भुवनेश्वर-751009 (उड़ीसा) का लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील-किशोरनगर	जिला-अनुगुल	राज्य-उड़ीसा
गांव का नाम	प्लॉट नं.	अवकाश
	हेक्टर	घर
1	2	3
जामुनालि	1241	00 00 14
	1228	00 00 64
	1234	00 00 52
	1233	00 00 80
	1232	00 00 15
	1229	00 00 41
	1230	00 00 84
	1231	00 00 47
	1184	00 00 26
	1183	00 00 50
पार्वतीपुर	4	00 00 63
	5	00 00 90
	358	00 00 66
	12	00 00 33
	390	00 00 13
	402	00 00 62
	400	00 00 44
	2	00 00 80
	399	00 00 84
	398	00 00 60
	407	00 00 14
	396	00 00 87
कदलिमुण्डा	689	00 00 81
	688	00 00 02
	839	00 00 20
	838	00 00 21
	615	00 00 75
	614	00 00 74
	653	00 00 90
	840	00 00 10
	954	00 00 16
	599	00 00 78
	582	00 00 98
	760	00 00 43

1	2	3	4	5	1	2	3	4	5
कदलिमुण्डा	581	00	14	55	बडहुला	27	00	04	36
	761	00	03	88		26	00	00	10
	575	00	08	79		21	00	09	46
	576	00	09	87		22	00	00	33
	949	00	00	97		16	00	08	86
	771	00	01	05		1462	00	00	32
	578	00	43	41		15	00	05	70
बडहुला	141	00	13	19		14	00	09	26
	1433	00	10	79		457	00	01	53
	155	00	05	66		1428	00	15	38
	153	00	04	01	बएण्डा	2215	00	00	12
	1525	00	00	10		2189	00	04	22
	152	00	04	19		2190	00	04	36
	151	00	00	10		2191	00	04	50
	142	00	07	96		2192	00	14	40
	147	00	00	17		2199	00	03	11
	146	00	03	23		2200	00	16	24
	145	00	01	20		2186	00	00	88
	144	00	06	98		2201	00	20	02
	135	00	06	12		1948	00	08	76
	133	00	00	10		2235	00	04	83
	134	00	01	21		1946	00	01	82
	136	00	01	69		1947	00	01	93
	101	00	01	13		1949	00	07	09
	100	00	02	35		1943	00	05	85
	99	00	03	47		1906	00	01	00
	98	00	01	93		1903	00	00	84
	97	00	00	64		1904	00	01	30
	106	00	00	78		1905	00	01	60
	107	00	02	70		1885	00	00	82
	108	00	05	58		1886	00	02	72
	95	00	04	23		1887	00	02	35
	109	00	04	98		1883	00	00	20
	111	00	00	10		1891	00	00	10
	38	00	06	00		1879	00	00	57
	36	00	06	27		1888	00	01	82
	37	00	01	23		1878	00	00	35
	34	00	06	61		1875	00	02	69
	33	00	03	95		1876	00	02	34
	438	00	00	96		1874	00	00	10
	30	00	02	66		1869	00	00	37
	29	00	08	72		1919	00	00	81
	28	00	00	71		1918	00	00	10

1	2	3	4	5	1	2	3	4	5
बएण्डा	1868	00	02	14	बएण्डा	286	00	01	05
	1920	00	00	89		279	00	07	94
	1923	00	00	90		278	00	14	35
	1925	00	01	13		277	00	00	99
	1864	00	01	79		174	00	01	62
	1863	00	00	96		172	00	01	38
	1862	00	01	01		3488	00	00	43
	1926	00	03	73		159	00	00	10
	1927	00	00	25		173	00	04	56
	1923	00	00	90		170	00	00	10
	1921	00	00	10		169	00	00	10
	1922	00	00	10		94	00	00	10
	1924	00	00	10		93	00	00	10
	1932	00	00	10		92	00	07	77
	1931	00	00	73		91	00	07	45
	1930	00	00	22		90	00	05	79
	1929	00	04	32		89	00	08	48
	1928	00	01	28		86	00	16	94
	1838	00	02	27		3573	00	00	27
	1939	00	00	55		3617	00	01	60
	1840	00	00	15		3615	00	11	07
	1841	00	01	51		102	00	10	71
	1836	00	01	45		3578	00	02	30
	1835	00	02	00		82	00	00	45
	1933	00	00	10		3669	00	01	84
	964	00	01	76		75	00	05	99
	963	00	00	82		82	00	00	45
	962	00	01	83		76	00	00	10
	966	00	00	45		78	00	09	80
	968	00	02	06		77	00	00	20
	961	00	01	79		72	00	20	29
	969	00	03	93		65	00	09	15
	960	00	00	93		63	00	05	04
	3657	00	00	51		62	00	02	36
	959	00	03	92		57	00	06	51
	956	00	00	72		56	00	03	76
	955	00	01	12		55	00	06	77
	954	00	00	55		54	00	00	10
	289	00	03	96		41	00	17	09
	288	00	02	83		3779	00	01	84
	290	00	01	30		36	00	15	36
	287	00	03	72		3611	00	00	79
	280	00	03	72		37	00	00	43

1	2	3	4	5	1	2	3	4	5
बण्डा	3612	00	05	48	सोलण्डा	1223	00	00	72
	3613	00	04	13		1233	00	04	64
सोलण्डा	2168	00	03	91		1222	00	08	83
	1283	00	05	90		1221	00	21	30
	1284	00	02	88		1235	00	01	80
	1344	00	01	30	लुहामुण्डा	2969	00	01	85
	1343	00	04	90		2968	00	07	54
	1342	00	03	59		2967	00	07	18
	1341	00	02	68		2983	00	00	15
	1350	00	00	70		2962	00	09	88
	1351	00	00	10		2984	00	00	39
	1340	00	03	15		2961	00	04	32
	1352	00	00	54		2960	00	04	82
	1339	00	04	10		2959	00	11	36
	1337	00	01	79		2947	00	11	84
	1338	00	01	20		2946	00	16	28
	1336	00	00	56		2994	00	04	25
	1328	00	02	43		2995	00	03	34
	1357	00	01	71		2996	00	02	61
	1327	00	02	15		2999	00	05	16
	1326	00	02	66		3000	00	00	46
	1321	00	00	94		2944	00	01	73
	1320	00	04	31		2943	00	26	55
	1315	00	06	29		2942	00	09	85
	1313	00	00	15		2933	00	01	52
	1311	00	10	20		3011	00	01	10
	1311	00	10	40		3016	00	39	52
	2450	00	00	10		2908	00	07	87
	1295	00	11	16		2907	00	00	10
	1310	00	03	84		2906	00	05	26
	1297	00	03	40		5118	00	04	80
	1308	00-	00	91		2909	00	00	43
	1309	00	02	98		5119	00	01	62
	1306	00	02	09		2910	00	06	85
	1305	00	00	16		2911	00	05	73
	2234	00	07	82	बणिनालि	868	00	00	16
	1206	00	03	90		866	00	08	88
	1207	00	07	57		867	00	01	42
	1208	00	35	10		1104	00	03	19
	1234	00	04	19		864	00	03	35
	1229	00	02	82		875	00	03	79
	1231	00	04	82		874	00	09	51

1	2	3	4	5	1	2	3	4	5
बणिनालि	879	00	09	19	बणिनालि	742	00	00	62
	885	00	01	17		739	00	00	81
	882	00	02	46		738	00	00	10
	883	00	10	41		743	00	00	61
	1120	00	00	10		721	00	01	43
	1161	00	01	27		719	00	00	89
	892	00	08	07		720	00	00	58
	893	00	02	83		718	00	00	75
	894	00	03	55		713	00	00	42
	1082	00	00	30		712	00	01	60
	841	00	01	45		711	00	01	04
	840	00	02	52		706	00	00	51
	839	00	08	45		707	00	01	90
	837	00	02	23		708	00	00	68
	836	00	03	61		1128	00	19	38
	835	00	18	97		758	00	02	76
	826	00	06	89		759	00	06	26
	827	00	01	29		793	00	00	16
	825	00	00	83		760	00	07	56
	824	00	08	44		761	00	02	20
	823	00	01	26	पापसरा	3586	00	02	25
	1087	00	00	49		3575	00	00	95
	829	00	00	10		3585	00	01	43
	817	00	00	91		3578	00	03	01
	816	00	13	41		3577	00	04	83
	815	00	08	73		3576	00	03	36
	803	00	14	25		3572	00	09	87
	802	00	02	08		3571	00	02	92
	804	00	02	95		3573	00	05	67
	805	00	01	35		3517	00	34	03
	793	00	00	82		3539	00	01	08
	806	00	01	66		3520	00	02	26
	785	00	09	47		3527	00	03	87
	784	00	03	68		3526	00	10	44
	791	00	00	20		3528	00	01	29
	787	00	05	84		4059	00	02	70
	747	00	01	19		3524	00	04	92
	748	00	02	26		3525	00	07	18
	749	00	03	89		3386	00	00	10
	750	00	01	62		3398	00	08	11
	736	00	04	43		3397	00	09	85
	740	00	01	79		3396	00	11	55
	741	00	01	11		3387	00	04	96

1	2	3	4	5	1	2	3	4	5
पापसरा	3395	00	12	45	पापसरा	2683	00	06	00
	3392	00	05	74		2682	00	00	61
	3394	00	08	20		2681	90	01	41
	3393	00	04	84		2691	00	01	91
	3322	00	10	23		2680	00	04	94
	3319	00	09	64		2679	00	01	55
	3324	00	00	10		2677	00	00	16
	3312	00	12	61		2678	00	06	97
	3313	00	01	54		2676	00	00	32
	3314	00	01	95		1102	00	03	79
	3311	00	02	66		1097	00	07	91
	3310	00	02	60		1096	00	03	05
	3155	00	02	20		4189	00	00	84
	3154	00	00	10		1093	00	01	73
	4103	00	00	45		1090	00	04	98
	3156	00	05	44		1091	00	07	65
	3157	00	02	10		1086	00	02	96
	3158	00	00	30		1085	00	02	33
	3163	00	03	41		1083	00	03	88
	3162	00	02	83		1082	00	05	40
	3164	00	03	92		1079	00	00	10
	3165	00	02	00		1081	00	04	05
	3229	00	00	76		1080	00	00	63
	3166	00	08	84		982	00	10	05
	3167	00	00	10		976	00	00	10
	3172	00	02	99		977	00	00	87
	3173	00	02	00		978	00	00	17
	3174	00	04	78		979	00	00	87
	3175	00	01	69		980	00	03	20
	3176	00	01	66		981	00	00	89
	3177	00	01	47		915	00	04	22
	3185	00	03	42		4152	00	02	11
	3186	00	02	60		919	00	00	10
	3188	00	09	47		914	00	01	12
	3187	00	01	21		913	00	02	52
	3189	00	01	13		912	00	00	40
	3193	00	00	23		899	00	03	38
	3191	00	01	08		900	00	00	52
	3190	00	02	83		911	00	00	10
	3117	00	01	98		910	00	01	62
	2613	00	02	35		902	00	00	30
	2685	00	10	12		909	00	01	31
	2686	00	00	10		903	00	00	39

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पापसरा	904	00	00	67	कटरना	1117	00	00	84
	908	00	01	34		1118	00	00	80
	905	00	01	47		913	00	00	90
	907	00	02	02		912	00	09	23
	908	00	01	62		1119	00	00	10
	882	00	03	97		1121	00	03	18
	858	00	08	58		1122	00	03	06
	878	00	08	63		1125	00	05	86
	877	00	03	13		1128	00	01	82
	875	00	02	39		1129	00	01	85
	876	00	03	38		1130	00	05	10
	869	00	00	10		1134	00	05	73
	871	00	02	88		1135	00	06	04
	872	00	04	79		1137	00	07	45
	401	00	02	00		1138	00	03	96
	400	00	00	73		1140	00	15	91
	398	00	02	40		1145	00	14	56
	397	00	01	79		1152	00	00	90
	396	00	00	10		1154	00	22	58
कटरना	1293	00	06	35	कृष्णपुर	1156	00	12	15
	1292	00	01	60		925	00	14	02
	1285	00	08	62		1041	00	03	50
	1284	00	01	64		926	00	00	70
	1283	00	07	81		927	00	04	09
	1282	00	00	13		928	00	08	27
	1277	00	10	88		929	00	03	33
	1278	00	00	10		930	00	09	69
	1276	00	00	58		933	00	10	01
	1266	00	06	01		934	00	02	30
	1265	00	01	20		970	00	01	83
	1264	00	01	13		969	00	08	33
	1263	00	03	54		968	00	11	62
	1257	00	03	07		967	00	00	10
	1258	00	02	47		972	00	07	29
	1256	00	00	81		1176	00	01	36
	1255	00	05	53		975	00	10	73
	1254	00	02	36		1177	00	04	15
	1102	00	00	86		1180	00	00	10
	1113	00	00	47		978	00	06	94
	1247	00	05	74		976	00	01	84
	1246	00	04	85		977	00	02	72
	1114	00	06	49		451	00	19	07
	1116	00	02	02		446	00	06	61

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कृष्णपुर	445	00	02	82	कृष्णपुर	34	00	04	21
	444	00	09	85		36	00	04	60
	443	00	00	29	आम्बमुण्डा	67	00	00	10
	437	00	07	93		68	00	00	79
	426	00	05	70		71	00	01	25
	427	00	07	32		70	00	01	67
	1102	00	00	10		69	00	04	60
	428	00	02	96		78	00	03	49
	432	00	02	49		88	00	03	51
	429	00	00	34		77	00	29	50
	430	00	08	73		35	00	00	94
	415	00	03	73		34	00	01	53
	409	00	01	28		33	00	18	62
	410	00	07	27		28	00	01	05
	414	00	00	15		32	00	00	70
	407	00	01	59		31	00	05	60
	411	00	07	92		30	00	08	60
	316	00	04	78		958	00	00	81
	315	00	02	58		29	00	12	45
	317	00	00	69		26	00	05	40
	319	00	10	46		21	00	13	95
	314	00	01	82		22	00	02	96
	313	00	06	72		19	00	13	38
	312	00	02	38		18	00	01	18
	311	00	00	10	गदेइमुण्डा	640	00	17	57
	324	00	05	90		630	00	00	55
	323	00	00	11		632	00	02	17
	322	00	00	10		414	00	05	75
	335	00	07	70		415	00	00	10
	336	00	05	17		633	00	01	06
	333	00	01	68		413	00	02	83
	337	00	13	48		412	00	02	79
	339	00	08	42		1615	00	00	33
	349	00	12	62		402	00	03	27
	348	00	00	64		409	00	01	19
	341	00	18	12		408	00	00	10
	44	00	01	70		403	00	04	81
	43	00	19	57		404	00	02	74
	42	00	00	10		405	00	02	24
	31	00	02	12		397	00	07	60
	32	00	06	73		423	00	00	73
	33	00	08	47		373	00	00	81

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गदेइमुण्डा	424	00	09	06	गदेइमुण्डा	1548	00	00	10
	426	00	03	86		167	00	02	51
	425	00	02	83		245	00	00	25
	427	00	03	13		166	00	05	19
	360	00	00	44		164	00	01	82
	359	00	03	24		1639	00	03	52
	358	00	03	90		165	00	02	90
	73	00	03	60	खालपाल	598	00	04	15
	72	00	03	20		625	00	01	55
	68	00	00	10		624	00	02	24
	67	00	00	44		599	00	01	97
	71	00	03	93		600	00	00	18
	74	00	01	62		603	00	24	93
	70	00	02	81		572	00	13	79
	75	00	02	25		571	00	00	14
	78	00	02	01		663	00	04	31
	79	00	03	60		604	00	02	74
	293	00	05	40		570	00	09	80
	83	00	01	25		569	00	16	56
	85	00	03	79		642	00	00	10
	86	00	00	84		566	00	11	44
	88	00	04	93		567	00	00	10
	87	00	06	62		565	00	06	65
	93	00	02	79		564	00	02	11
	94	00	01	40		522	00	14	39
	95	00	00	41		523	00	01	62
	205	00	02	46		524	00	02	40
	204	00	07	21		525	00	00	20
	96	00	04	03		516	00	06	46
	199	00	06	42		515	00	01	00
	202	00	00	10		514	00	07	82
	198	00	03	36		513	00	00	96
	184	00	13	03		502	00	10	00
	200	00	00	10		472	00	03	66
	201	00	00	10		473	00	05	06
	182	00	03	93		475	00	00	10
	181	00	03	74		474	00	02	08
	177	00	11	36		408	00	05	49
	180	00	00	83		409	00	10	35
	178	00	01	96		399	00	00	97
	169	00	04	35		398	00	04	42
	1549	00	00	20		397	00	02	79
	168	00	05	52		396	00	04	48

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खालपाल	411	00	01	68	रघुनाथपुर	691	00	04	23
	394	00	03	73		692	00	08	75
	390	00	01	18		693	00	02	38
	392	00	05	92		787	00	02	81
	391	00	00	23		695	00	00	70
	369	00	02	58		710	00	04	94
	364	00	03	39		711	00	03	95
	363	00	08	38		709	00	00	35
	362	00	12	17		712	00	03	87
	359	00	05	19		683	00	06	04
	358	00	00	11		728	00	08	21
	61	00	00	20		725	00	00	10
परशुमाल	59	00	10	88		730	00	04	33
	60	00	00	10		727	00	01	28
	1525	00	00	11		731	00	05	37
	56	00	04	72		671	00	00	15
	1582	00	01	54		668	00	05	39
	85	00	02	75		669	00	03	94
	86	00	30	03		670	00	00	10
	113	00	10	99		658	00	04	16
	106	00	14	16		664	00	11	40
	107	00	02	42		659	00	04	94
	111	00	02	30		651	00	02	85
	110	00	02	23		649	00	02	07
	109	00	00	20		653	00	03	89
	128	00	12	81		818	00	03	70
	130	00	11	52		583	00	04	07
	131	00	00	10		584	00	02	10
	132	00	00	10		577	00	05	22
	173	00	00	22		575	00	07	91
	138	00	03	74		574	00	22	07
	140	00	04	54		587	00	00	10
	139	00	02	94		572	00	15	70
	144	00	05	42		571	00	02	02
	165	00	07	15		570	00	04	98
	167	00	00	36		568	00	00	39
	166	00	05	74	कुरुमटाप	710	00	01	33
	357	00	00	90		709	00	05	91
	1576	00	02	61		708	00	00	63
	358	00	02	84		712	00	07	45
	356	00	00	20		713	00	10	70
	359	00	03	92		716	00	09	53
	371	00	01	90		717	00	00	75
	372	00	00	10					

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कुरुमटाप	723	00	04	35	कुरुमटाप	459	00	00	65
	706	00	05	32		460	00	01	28
	705	00	02	06		461	00	04	76
	704	00	00	59		388	00	05	77
	703	00	03	83		371	00	07	82
	702	00	04	55		2026	00	00	79
	701	00	06	11		382	00	02	49
	698	00	00	45		370	00	20	84
	697	00	01	92		352	00	06	19
	693	00	00	29		344	00	00	10
	696	00	02	97		343	00	03	46
	694	00	07	33		338	00	13	86
	687	00	08	35		379	00	00	10
	688	00	02	70		92	00	02	67
	678	00	03	33		91	00	06	93
	677	00	01	29		90	00	00	61
	676	00	02	08		89	00	02	91
	675	00	00	10		88	00	04	97
	667	00	10	04		72	00	00	59
	640	00	08	08		73	00	00	67
	639	00	13	93		87	00	00	61
	637	00	08	34		74	00	00	29
	590	00	03	99		75	00	00	26
	596	00	06	26		76	00	00	33
	595	00	00	91	तुरुडा	560	00	00	68
	594	00	10	22		569	00	00	10
	593	00	00	95		568	00	00	10
	592	00	00	16		566	00	00	77
	565	00	06	18		567	00	00	93
	567	00	00	10		564	00	01	42
	561	00	14	75		565	00	06	23
	550	00	05	34		572	00	01	26
	556	00	07	95		563	00	06	95
	554	00	04	81		547	00	13	56
	467	00	03	10		3102	00	03	29
	466	00	03	43		599	00	00	37
	469	00	01	18		598	00	04	36
	465	00	05	21		3103	00	07	10
	454	00	02	40		604	00	04	96
	455	00	00	96		605	00	04	04
	453	00	00	50		507	00	03	24
	457	00	05	48		506	00	00	73
	458	00	01	95		505	00	00	91

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तुरुडा	504	00	01	69	तुरुडा	30	00	05	97
	503	00	05	78		31	00	04	71
	631	00	17	28	कण्धरामुण्डा	592	00	01	62
	636	00	00	10		593	00	11	41
	633	00	01	21		904	00	01	94
	634	00	00	85		725	00	02	16
	632	00	01	91		724	00	03	09
	460	00	00	10		713	00	07	06
	461	00	00	14		712	00	05	22
	3205	00	01	66		709	00	00	74
	468	00	04	60		711	00	01	69
	469	00	02	40		710	00	00	42
	470	00	01	33		594	00	08	09
	467	00	02	60		707	00	00	10
	465	00	02	17		704	00	02	04
	466	00	02	40		703	00	00	32
	310	00	12	86		595	00	01	83
	293	00	03	04		597	00	04	47
	292	00	04	89		596	00	02	41
	297	00	00	37		561	00	02	14
	291	00	00	95		560	00	04	81
	290	00	06	75		558	00	00	10
	298	00	02	86		559	00	03	56
	76	00	01	54		562	00	02	92
	289	00	03	15		566	00	00	10
	77	00	00	53		569	00	04	56
	78	00	09	09		568	00	01	17
	286	00	03	05		573	00	06	71
	79	00	08	18		570	00	00	75
	80	00	04	80		571	00	02	71
	3277	00	01	57		572	00	02	02
	82	00	02	94		577	00	01	08
	83	00	05	60		574	00	02	20
	84	00	00	61		575	00	02	72
	85	00	04	25		576	00	00	58
	69	00	05	16		473	00	06	81
	86	00	03	29		474	00	00	33
	70	00	06	82		461	00	02	12
	68	00	02	49		436	00	01	10
	41	00	01	09		435	00	00	50
	39	00	00	23		437	00	07	95
	40	00	02	08		438	00	00	46
	29	00	26	34		875	00	00	81

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कण्ठरामुण्डा	439	00	04	18	बुदुलिमुण्डा	26	00	00	50
	441	00	01	21		22	00	09	69
	440	00	01	17		1916	00	03	37
	418	00	00	10		15	00	06	32
	446	00	06	82		16	00	02	59
	887	00	00	81		14	00	00	10
	416	00	00	10		12	00	00	54
	415	00	02	02		1915	00	01	62
	398	00	01	27		13	00	01	91
	414	00	06	04		7	00	05	80
	401	00	02	68		11	00	00	37
	400	00	00	48		8	00	00	22
	410	00	00	38		1913	00	02	88
	402	00	04	81		4	00	07	14
	404	00	01	44		3	00	04	29
	408	00	01	89		1912	00	02	91
	403	00	05	36		5	00	00	24
	384	00	00	10	धुरडुपाल	1041	00	02	39
	409	00	01	72		1040	00	28	12
	365	00	20	78		1202	00	00	12
	380	00	01	23		1036	00	06	20
	848	00	02	41		1035	00	07	01
	366	00	00	10		1037	00	14	33
	368	00	02	23		1038	00	00	64
	367	00	16	74		927	00	00	93
महुलमुण्डा	76	00	05	89		926	00	04	65
	77	00	27	48		430	00	04	60
	103	00	03	20	रसुणपाल	34	00	44	70
	107	00	01	58		45	00	51	77
	80	00	00	10		48	00	16	79
	87	00	00	10		47	00	02	76
	88	00	24	09		49	00	07	51
	27	00	00	73		50	00	02	43
	29	00	00	67		455	00	02	55
	26	00	11	62		51	00	07	45
	90	00	00	10		486	00	10	47
	24	00	05	17		488	00	01	66
	118	00	17	55		30	00	17	85
	22	00	07	21		27	00	13	49
बुदुलिमुण्डा	35	00	05	14		445	00	02	23
	1993	00	18	99		31	00	09	10
	34	00	01	87		38	00	07	79
	33	00	04	53		33	00	20	40
	32	00	01	20					
	25	00	07	15					

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खउदर	467	00	51	83	गाडघुमुरा	43	00	14	16
	468	00	18	70		44	00	02	93
	305	00	16	87		42	00	03	79
	304	00	07	53		40	00	12	19
	303	00	03	61		559	00	00	92
	302	00	00	10		38	00	00	81
	301	00	01	16		37	00	00	89
	300	00	00	10		36	00	00	10
	299	00	06	10		144	00	00	10
	297	00	02	46	झारबेरी	143	00	00	36
	397	00	17	00		142	00	04	58
	291	00	38	00		141	00	01	98
	241	00	07	48		140	00	02	74
	243	00	00	10		1302	00	02	42
	242	00	10	47		135	00	04	19
	461	00	04	30		134	00	00	10
	87	00	14	92		136	00	01	85
	88	00	01	05		137	00	02	88
	430	00	02	15		130	00	02	73
	82	00	00	10		129	00	00	40
	83	00	06	70		127	00	04	07
	278	00	00	95		121	00	21	75
	689	00	01	05		120	00	04	25
	376	00	02	35		119	00	00	20
	374	00	00	42		82	00	05	88
गाडघुमुरा	659	00	01	37		83	00	06	30
	375	00	03	38		117	00	00	20
	156	00	00	10		116	00	00	20
	155	00	03	89		115	00	00	20
	158	00	01	79		84	00	04	64
	159	00	02	64		85	00	02	54
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	160	00	03	02		113	00	01	02
	153	00	00	10		88	00	00	10
	161	00	05	15		111	00	04	40
	146	00	04	39		110	00	02	42
	132	00	01	58		109	00	10	84
	145	00	01	13		1274	00	00	39
	133	00	04	85		108	00	04	77
	136	00	01	12		107	00	02	79
	135	00	01	27		106	00	04	20
	134	00	08	58		103	00	04	43
	70	00	04	98		102	00	07	70
	72	00	01	67					
	71	00	06	25					
	63	00	04	21					

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झारखेणी	101	00	00	10
	99	00	04	04
	100	00	00	49
	1240	00	04	04
	98	00	00	94
	1241	00	01	05
	344	00	04	55
	345	00	03	59
	1213	00	00	26
	38	00	00	69
	37	00	00	20
	35	00	00	15
	346	00	04	44
	351	00	01	48
	33	00	00	10
	347	00	01	62
	350	00	00	74
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	508	00	02	09
	505	00	02	61
	509	00	02	91
	512	00	01	19
	511	00	03	03
	510	00	03	23
	514	00	08	29
	515	00	13	31
	516	00	03	62
	517	00	05	63
	518	00	02	75
	532	00	10	22
	531	00	03	35
	533	00	01	29
	534	00	00	33
	535	00	18	35
	536	00	02	38
	537	00	00	31
	564	00	00	10
	569	00	29	48
	567	00	00	10

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झारखेणी	568	00	02	20
	576	00	02	62
	575	00	02	49
	1223	00	02	10
	573	00	01	03
	1261	00	08	79
	570	00	00	10
	1234	00	00	57
	974	00	01	55
घोषर	2954	00	01	76
	2970	00	00	45
	2971	00	02	31
	2973	00	24	47
	2976	00	08	75
	2975	00	01	20
	2980	00	44	45
	2983	00	07	70
	2982	00	19	63
	3005	00	08	04
	3028	00	00	30
	3027	00	04	20
	3794	00	01	79
	3025	00	05	57
	3026	00	05	58
	3024	00	01	86
	3066	00	05	72
	3064	00	05	64
	3065	00	01	41
	3063	00	01	62
	3068	00	04	70
	3067	00	03	11
	3060	00	00	10
	3069	00	02	47
	3070	00	04	56
	3071	00	00	46
	3072	00	02	83
	3075	00	00	10
	3092	00	01	16
	3073	00	05	37
	3074	00	00	53
	3091	00	05	05
	3104	00	03	09
	3103	00	02	73

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घोषर	3102	00	00	33	घोषर	1763	00	02	91
	3704	00	02	72		1764	00	02	22
	3112	00	06	43		1754	00	02	05
	3111	00	04	42		1765	00	00	17
	3150	00	02	30		1766	00	03	78
	3151	00	03	45		1767	00	00	14
	3155	00	03	26		1768	00	03	07
	3156	00	04	49		1770	00	00	85
	3168	00	00	10		1769	00	03	14
	1871	00	00	40		1640	00	00	58
	1870	00	02	14		1664	00	00	22
	1869	00	01	57		1658	00	03	13
	1877	00	08	56		1657	00	02	14
	1881	00	00	81		1656	00	02	84
	1880	00	00	50		1650	00	00	10
	1879	00	05	27		1651	00	01	69
	1900	00	00	10		1652	00	04	69
	1901	00	01	60		1653	00	01	42
	1863	00	00	10		1645	00	00	10
	1902	00	05	51		1647	00	01	38
	1841	00	00	29		1646	00	02	35
	1903	00	06	45		1618	00	05	47
	1907	00	00	10		1617	00	00	23
	1906	00	00	31		1619	00	03	33
	1905	00	04	58		1621	00	01	81
	1904	00	00	44		1620	00	00	13
	1840	00	02	91		1622	00	00	62
	1834	00	00	27		1603	00	00	10
	1839	00	02	10		1602	00	01	80
	1835	00	03	76		1592	00	00	20
	1836	00	02	48		1601	00	04	60
	1812	00	08	30		1600	00	01	28
	1832	00	00	10		1594	00	00	10
	1816	00	00	37		1595	00	03	13
	1806	00	00	34		1596	00	00	48
	1814	00	00	10		1581	00	03	68
	1813	00	05	72		1580	00	00	50
	1759	00	00	10		841	00	03	43
	1805	00	01	08		1582	00	00	40
	1760	00	05	10		634	00	02	14
	1804	00	00	33		640	00	00	10
	1761	00	03	94		635	00	00	10
	1758	00	02	49		639	00	03	36

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घोषर	638	00	01	36
	643	00	02	78
	644	00	00	10
	642	00	03	20
	837	00	00	16
	828	00	02	42
	826	00	00	10
	836	00	00	41
	829	00	04	04
	832	00	01	00
	830	00	01	09
	831	00	03	60
	3788	00	00	29
	822	00	00	10
	823	00	04	66
	817	00	00	10
	816	00	02	04
	815	00	00	55
	812	00	02	96
	813	00	01	21
	811	00	00	83
	810	00	04	08
	800	00	01	75
	801	00	00	10
	809	00	01	93
	808	00	06	47
	3787	00	00	32
	807	00	00	24
	935	00	00	10
	3786	00	00	81
	806	00	03	80
	936	00	00	20
	941	00	00	10
	775	00	06	19
	774	00	04	82
	773	00	01	69
	942	00	05	00
	946	00	02	25
	943	00	00	10
	945	00	02	20
	960	00	02	66
	961	00	00	10
	963	00	03	88

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घोषर	959	00	03	69
	958	00	01	03
	965	00	06	26
	966	00	05	53
	967	00	01	53
	1004	00	01	22
	3873	00	00	77
	3872	00	00	10
	1005	00	05	37
	1002	00	03	96
	1003	00	00	10
	1001	00	02	43
	1000	00	08	53
	999	00	01	88
	996	00	00	95
	998	00	07	31
	1023	00	01	19
	3760	00	05	00
	992	00	01	36
	1024	00	03	71
	135	00	01	99
	3759	00	00	10
	134	00	06	89
	129	00	03	12
	130	00	04	43
	132	00	04	65
	110	00	00	10
	111	00	01	74
	113	00	03	12
	131	00	08	14
	120	00	03	83
	119	00	02	41
	118	00	02	92
	3757	00	03	01
	116	00	06	77
	103	00	11	29
	3889	00	08	25
	3888	00	00	10
	3659	00	02	89
	53	00	03	33
	54	00	05	25
	55	00	00	10
	58	00	06	12

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घोषर	186	00	11	82	पाण्डुरिपथर	1325	00	01	21
	59	00	05	24		204	00	01	21
	61	00	17	50		205	00	01	21
	69	00	06	76		206	00	01	21
	60	00	07	71		202	00	02	22
	82	00	08	90		207	00	01	21
पाण्डुरिपथर	998	00	08	10		213	00	00	10
	555	00	02	35		214	00	00	10
	546	00	02	15		1208	00	00	30
	545	00	02	77		212	00	00	10
	547	00	01	48		208	00	01	62
	548	00	01	59		209	00	03	08
	549	00	08	53		1081	00	00	10
	544	00	00	25		163	00	20	85
	542	00	03	91		164	00	06	98
	541	00	14	61		1008	00	00	10
	540	00	02	68		165	00	01	77
	566	00	01	95		1241	00	01	03
	573	00	01	24		1242	00	00	10
	572	00	00	78		166	00	05	14
	1165	00	00	56		67	00	19	46
	571	00	01	54		68	00	02	17
	592	00	00	48		1003	00	01	27
	570	00	00	56		73	00	02	48
	595	00	01	18		70	00	04	21
	596	00	00	39		71	00	09	70
	599	00	03	91		38	00	67	30
	604	00	00	10		1	00	03	76
	602	00	01	76	श्रीबन्तमुण्डा	536	00	28	64
	601	00	02	43		284	00	01	83
	600	00	00	10		285	00	02	99
	622	00	02	44		540	00	02	84
	623	00	01	86		279	00	09	47
	626	00	02	10		505	00	00	61
	625	00	00	98		278	00	17	52
	640	00	03	01		280	00	04	89
	242	00	06	47		132	00	02	05
	243	00	01	52		131	00	01	84
	1180	00	01	18		130	00	02	03
	1009	00	00	83		129	00	09	32
	1144	00	01	62		128	00	00	13
	203	00	00	81		127	00	05	04
	1209	00	00	10		125	00	02	40

1	2	3	4	5	1	2	3	4	5
श्रीबन्तमुण्डा	126	00	08	87	जएराट-	1892	00	02	11
	556	00	00	10		1897	00	06	33
	91	00	03	39		1893	00	00	10
	534	00	00	92		2305	00	00	44
	92	00	03	91		1896	00	04	54
	89	00	03	54		1903	00	03	29
	533	00	00	28		1895	00	01	04
	527	00	01	35		2053	00	00	10
	93	00	01	25		1905	00	01	65
	94	00	00	56		2058	00	00	15
	82	00	12	24		1904	00	00	81
	79	00	03	84		2059	00	00	81
	78	00	02	08		1906	00	01	79
	77	00	02	72		1907	00	02	84
	70	00	12	77		1909	00	03	52
	69	00	05	83		1908	00	00	94
	71	00	00	72		1910	00	00	70
	491	00	12	23		2306	00	00	20
	59	00	14	77		1885	00	02	36
	31	00	08	49		2307	00	01	21
	43	00	00	52		1886	00	00	10
	528	00	01	80		1920	00	01	82
	32	00	03	34		1921	00	00	25
	34	00	01	03		2057	00	01	32
	35	00	07	19		1883	00	01	78
	16	00	01	70		1884	00	03	22
	15	00	28	38		2052	00	00	53
	531	00	00	30		1882	00	11	56
	14	00	00	29		1881	00	02	34
	6	00	17	59		2200	00	01	05
	4	00	00	35		2199	00	00	73
	5	00	17	44		1851	00	05	30
	1	00	02	84		1879	00	06	80
जएराट	2025	00	14	54		1854	00	04	25
	2104	00	00	14		1856	00	04	96
	2288	00	00	57		1855	00	02	47
	2014	00	01	81		2296	00	01	99
	2015	00	11	69		1756	00	01	67
	2013	00	03	03		2233	00	00	48
	2002	00	07	15		1759	00	00	10
	2003	00	03	70		1757	00	02	30
	2004	00	01	25		2231	00	02	00
	2001	00	07	69		2232	00	01	21

1	2	3	4	5	1	2	3	4	5
जएराट	1758	00	02	80	ब्राह्मणिपाल	488	00	00	30
	1751	00	11	63		487	00	03	79
	1750	00	00	81		486	00	01	15
	1754	00	03	71		466	00	00	10
	1753	00	00	16		463	00	14	94
	1747	00	06	64		464	00	00	64
	1744	00	01	10		470	00	00	85
	1559	00	00	20		461	00	13	47
	1560	00	07	40		460	00	06	28
	1571	00	00	91		457	00	02	85
	1570	00	04	85		456	00	05	14
	1561	00	00	55		744	00	00	78
	1569	00	00	29		770	00	01	88
	1568	00	00	10		454	00	04	24
	1566	00	04	37		779	00	03	55
	1565	00	02	35		654	00	03	70
	1594	00	00	82	बरपसि	166	00	03	50
	1595	00	06	38		153	00	05	07
	1641	00	03	84		152	00	01	95
	1640	00	00	66	चटिआमाल	850	00	01	52
	1601	00	06	53		657	00	08	07
	1639	00	07	05		668	00	02	69
	1638	00	07	58		667	00	01	38
	1637	00	01	30		669	00	00	31
	1622	00	00	10		861	00	02	27
	1629	00	04	99		676	00	06	40
	1632	00	05	41		677	00	03	23
	1631	00	03	74		685	00	02	00
	1630	00	06	28		684	00	00	65
	1605	00	16	88		686	00	02	00
	1606	00	01	10		687	00	01	27
	2277	00	06	02		690	00	02	12
	1604	00	11	93		688	00	00	55
	1603	00	03	56		689	00	01	62
	27	00	00	44		699	00	00	35
	26	00	14	84		691	00	00	22
	30	00	00	88		681	00	01	54
	31	00	00	12		700	00	05	40
	6	00	01	78		701	00	04	67
	25	00	27	79		706	00	00	22
	2220	00	01	60		707	00	01	37
	24	00	19	53		634	00	02	79
	5	00	00	20		708	00	00	12

1	2	3	4	5
चटिआमाल	628	00	09	55
	629	00	01	46
	630	00	00	51
	627	00	00	10
	626	00	00	29
	625	00	02	29
	556	00	03	35
	557	00	00	72
	558	00	02	33
	555	00	00	10
	554	00	04	19
	559	00	05	88
	463	00	03	62
	462	00	00	95
	464	00	04	03
	465	00	02	98
	466	00	00	64
	468	00	04	92
	863	00	02	64
	15	01	10	86
देबाधिपडा	1	00	03	60'
	119	00	02	60
	118	00	00	10
	120	00	02	74
	121	00	03	74
	136	00	07	75
	135	00	05	84
	123	00	10	62
	310	00	03	63
	132	00	03	82
	131	00	01	77
	143	00	16	95
	144	00	00	70
	145	00	08	97
	231	00	03	14
	182	00	01	11
	142	00	14	75
	297	00	00	39
	298	00	01	89
	156	00	21	68
	155	00	02	08
	372	00	03	33
	154	00	04	90
	152	00	00	50
	153	00	02	52
	370	00	04	80
	11	00	01	49

1	2	3	4	5
देबाधिपडा	12	00	04	68
	17	00	19	60
	16	00	00	10
	18	00	05	99
	4	00	00	10
	267	00	03	41
	10	00	00	20

[सं. आर-25011/18/2010-ओ. आर.-1]

बी. के. दत्ता, अवर सचिव

New Delhi, the 29th July, 2010

S.O. 1939.—Whereas, it appears to the Central Government that it is necessary in the interest that for the transportation of petroleum products from Paradip (Orissa) to Raipur (Chhattisgarh) & Ranchi (Jharkhand), a "Paradip-Sambalpur-Raipur-Ranchi Pipeline" should be laid by Indian Oil Corporation Limited;

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty-one days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the General Public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Sri Sukanta Kumar Pradhan, Competent Authority, Indian Oil Corporation Limited, Paradip-Sambalpur Raipur - Ranchi Pipeline Project, 1295, Forest Park, Bhubaneswar-751 009, (Orissa).

SCHEDULE

Tehsil : Kishorenagar District : Angul State : Orissa

Name of the Village	Plot No.	Area		
		Hectare	Are	Sq. Mtr.
1	2	3	4	5
Jamunali	1241	00	02	14
	1228	00	20	64
	1234	00	09	52
	1233	00	20	80
	1232	00	15	55
	1229	00	02	41
	1230	00	02	84

1	2	3	4	5	1	2	3	4	5
Jamunali	1231	00	46	47	Badahula	146	00	03	23
	1184	00	22	26		145	00	01	20
	1183	00	00	50		144	00	06	98
Parbatipur	4	00	09	63		135	00	06	12
	5	00	37	90		133	00	00	10
	358	00	21	66		134	00	01	21
	12	00	44	33		136	00	01	69
	390	00	26	13		101	00	01	13
	402	00	25	62		100	00	02	35
	400	00	10	44		99	00	03	47
	2	00	07	80		98	00	01	93
	399	00	15	84		97	00	00	64
	398	00	09	60		106	00	00	78
	407	00	10	14		107	00	02	70
	396	00	03	87		108	00	05	58
Kadalimunda	689	00	37	81		93	00	04	23
	688	00	27	02		109	00	04	88
	839	00	39	20		111	00	00	10
	838	00	34	21		38	00	06	00
	615	00	40	75		36	00	06	27
	614	00	26	74		37	00	01	23
	653	00	00	90		34	00	06	61
	840	00	00	10		33	00	03	95
	954	00	10	16		438	00	00	96
	599	00	03	78		30	00	02	66
	582	00	02	98		29	00	08	72
	760	00	01	43		28	00	00	71
	581	00	14	55		27	00	04	36
	761	00	03	88		26	00	00	10
	575	00	08	79		21	00	09	46
	576	00	09	87		22	00	00	33
	949	00	00	97		16	00	08	86
	771	00	01	05		1462	00	00	32
	578	00	43	41		15	00	05	70
Badahula	141	00	13	19		14	00	09	26
	1433	00	10	79		457	00	01	53
	155	00	05	66		1428	00	15	38
	153	00	04	01	Baenda	2215	00	00	12
	1525	00	00	10		2189	00	04	22
	152	00	04	19		2190	00	04	36
	151	00	00	10		2191	00	04	50
	142	00	07	96		2192	00	14	40
	147	00	00	17		2199	00	03	11
						2200	00	16	24

1	2	3	4	5
Baenda	2186	00	00	88
	2201	00	20	02
	1948	00	08	76
	2235	00	04	83
	1946	00	01	82
	1947	00	01	93
	1949	00	07	09
	1943	00	05	85
	1906	00	01	00
	1903	00	00	84
	1904	00	01	30
	1905	00	01	60
	1885	00	00	82
	1886	00	02	72
	1887	00	02	33
	1883	00	00	20
	1891	00	00	10
	1879	00	00	57
	1888	00	01	82
	1878	00	00	35
	1875	00	02	69
	1876	00	02	34
	1874	00	00	10
	1869	00	00	37
	1919	00	00	81
	1918	00	00	10
	1868	00	02	14
	1920	00	00	89
	1923	00	00	90
	1925	00	01	13
	1864	00	01	79
	1863	00	00	96
	1862	00	01	01
	1926	00	03	73
	1927	00	00	25
	1923	00	00	90
	1921	00	00	10
	1922	00	00	10
	1924	00	00	10
	1932	00	00	10
	1931	00	00	73
	1930	00	00	22
	1929	00	04	32

1	2	3	4	5
Baenda	1928	00	01	28
	1838	00	02	27
	1939	00	00	55
	1840	00	00	15
	1841	00	01	51
	1836	00	01	45
	1835	00	02	00
	1933	00	00	10
	964	00	01	76
	963	00	00	82
	962	00	01	83
	966	00	00	45
	968	00	02	06
	961	00	01	79
	969	00	03	93
	960	00	00	93
	3657	00	00	51
	959	00	03	92
	956	00	00	72
	955	00	01	12
	954	00	00	55
	289	00	03	96
	288	00	02	83
	290	00	01	30
	287	00	03	72
	280	00	03	22
	286	00	01	05
	279	00	07	94
	278	00	14	35
	277	00	00	99
	174	00	01	62
	172	00	01	38
	3488	00	00	43
	159	00	00	10
	173	00	04	56
	170	00	00	10
	169	00	00	10
	94	00	00	10
	93	00	00	10
	92	00	07	77
	91	00	07	45
	90	00	05	79
	89	00	08	48

1	2	3	4	5	1	2	3	4	5
Baenda	86	00	16	94	Solanda	1328	00	02	43
	3573	00	00	27		1357	00	01	71
	3617	00	01	60		1327	00	02	15
	3615	00	11	07		1326	00	02	66
	102	00	10	71		1321	00	00	94
	3578	00	02	30		1320	00	04	31
	82	00	00	45		1315	00	06	29
	3669	00	01	84		1313	00	00	15
	75	00	05	99		1314	00	10	20
	82	00	00	45		1311	00	10	40
	76	00	00	10		2450	00	00	10
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	415	00	02	02		14	00	00	10
	398	00	01	27		12	00	00	54
	414	00	06	04		1915	00	01	62
	401	00	02	68		13	00	01	91
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	409	00	01	72		5	00	00	24
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	380	00	01	23		1040	00	28	12
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Mahulamunda	76	00	05	89		1038	00	00	64
	77	00	27	48		927	00	00	93
	103	00	03	20		926	00	04	65
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	118	00	17	55		486	00	10	47
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Budulimunda	35	00	05	14		30	00	17	85
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Rasunapala	38	00	07	79	Gadaghumura	134	00	08	58
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Khaudar	467	00	51	83		72	00	01	67
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	305	00	16	87		63	00	04	21
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	291	00	38	00	Jharaberani	144	00	00	10
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	243	00	00	10		142	00	04	58
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	88	00	01	05		135	00	04	19
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	83	00	06	70		137	00	02	88
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Gadaghumura	689	00	01	05		129	00	00	40
	376	00	02	35		127	00	04	07
	374	00	00	42		121	00	21	75
	659	00	01	37		120	00	04	25
	375	00	03	38		119	00	00	20
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	3111	00	04	42		1765	00	00	17
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	3168	00	00	10		1769	00	03	14
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	635	00	00	10		961	00	00	10
	639	00	03	36		963	00	03	88
	638	00	01	36		959	00	03	69
	643	00	02	78		958	00	01	03
	644	00	00	10		965	00	06	26
	642	00	03	20		966	00	05	53
	837	00	00	16		967	00	01	53
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	826	00	00	10		3873	00	00	77
	836	00	00	41		3872	00	00	10
	829	00	04	04		1005	00	05	37
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	830	00	01	09		1003	00	00	10
	831	00	03	60		1001	00	02	43
	3788	00	00	29		1000	00	08	53
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	61	00	17	50		205	00	01	21
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Panduripathar	998	00	08	10		213	00	00	10
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	602	00	01	76	Shribantamunda	536	00	28	64
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Shribantamunda	129	00	09	32	Jayrat	2002	00	07	15
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	125	00	02	40		2001	00	07	69
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Jayrat	2025	00	14	54		1854	00	04	25
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Jayrat	2232	00	01	21	Bramhanipal	488	00	00	30
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	625	00	02	29
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	557	00	00	72
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Debadhipada	119	00	02	60
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	121	00	03	74
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	143	00	16	95
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[No. R-25011/18/2010-OR-I]

B. K. DATTA, Under Secy.

नई दिल्ली, 2 अगस्त, 2010

का.आ. 1940.—केन्द्रीय सरकार पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसमें इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं.का.आ. 2710 तारीख 23-9-2009, जो भारत के राजपत्र तारीख 3-10-2009 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गुजरात राज्य में वाडीनार संस्थापन से मध्य प्रदेश में बीना तक कच्चे पेट्रोलियम उत्पादों के परिवहन के लिए वाडीनार-बीना पाइपलाइन परियोजना के माध्यम से भारत ओमान रिफाइनरीज लिमिटेड द्वारा एक पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 14-5-2010 से तारीख 5-6-2010 के दौरान उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन, केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात्, और यह समाधान हो जाने पर कि उक्त भूमि में पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग के अधिकार इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त, भारत ओमान रिफाइनरीज लिमिटेड में निहित होगा।

अनुसूची

तहसील-धोलका	जिला-अहमदाबाद	राज्य-गुजरात	
क्र. सं.	गांव का नाम	सर्वे नंबर	क्षेत्रफल हेक्टर में
1	2	3	4
1.	कोठ	380 पैकी 3	00.1500
2.	रूपगढ	34	00.0004
3.	खरांटी	19	00.4638
		304	00.0244
		320	00.0559
4.	सीमेज	727	00.1250
5.	पीसावाडा	954	00.0002
6.	वीरपुर	46/4	00.1925
7.	गीरंद	312	00.0580

[फा. सं. आर-31015/31/2009-ओ.आर-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 2nd August, 2010

S.O. 1940.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Natural Gas number S. O. 2710 dated the 23-09-2009, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), published in the Gazette of India dated the 3-10-2009 the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of Crude Oil through Vadinar-Bina Crude Pipeline Project from Vadinar in the State of Gujarat to Bina in the State of Madhya Pradesh by Bharat Oman Refineries Limited;

And whereas the copies of the said Gazette notification were made available to the public during 14-05-2010 to 5-6-2010;

And whereas the Competent Authority has, under sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said land, specified in the Schedule, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central

Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration, in Bharat Oman Refineries Limited, free from all encumbrances.

SCHEDULE

Tehsil : Dholka District : Ahmedabad State : Gujarat

S.No.	Name of Village	Survey No.	Area in Hectare
1	2	3	4
1.	Koth	380 P 3	00.1500
2.	Rupgadh	34	00.0004
3.	Kharenti	19	00.4638
		304	00.0244
		320	00.0559
4.	Simej	727	00.1250
5.	Piswada	954	00.0002
6.	Virpur	46/4	00.1925
7.	Girand	312	00.0580

[F. No. R-31015/31/2009-OR-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 2 अगस्त, 2010

का.आ. 1941.—केन्द्रीय सरकार पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसमें इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं.का.आ. 2712 तारीख 23-9-2009, जो भारत के राजपत्र तारीख 03-10-2009 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गुजरात राज्य में वाडीनार संस्थापन से मध्य प्रदेश में बीना तक कच्चे पेट्रोलियम उत्पादों के परिवहन के लिए वाडीनार-बीना पाइपलाइन परियोजना के माध्यम से भारत ओमान रिफाइनरीज लिमिटेड द्वारा एक पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 14-5-2010 से तारीख 26-5-2010 के दौरान उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन, केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात्, और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग के अधिकार इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त, भारत ओमान रिफाइनरीज लिमिटेड में निहित होगा।

अनुसूची

तहसील-नडीयाद	जिला-खेड़ा	राज्य-गुजरात	
क्र.सं.	गांव का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में
1	2	3	4
1.	पीज	860	00.1000
		953	00.1729
		1273	00.1316
2.	पीपलाता	1231	00.0490
		1272	00.2784
		1308	00.2250
3.	पीपलग	347	00.1250
		658 पैकी	00.0250
		350	00.0741
		351	00.0360
		650	00.0248
4.	नडीयाद	1191/1 पैकी	00.0797
5.	सलुनतलपद	437	00.0744
6.	कंजोडा	692	00.0617
		693	00.0345
		616	00.0836
		707	00.0449
7.	चलाली	839	00.0859
		192 पैकी	00.0796

[फा. सं. आर-31015/35/2009-ओ.आर-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 2nd August, 2010

S.O. 1941.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Natural Gas number S. O. 2712 dated the 23-09-2009, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), published in the Gazette of India dated the 3-10-2009 the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of Crude Oil through Vadinar-

Bina Crude Pipeline Project from Vadinar in the State of Gujarat to Bina in the State of Madhya Pradesh by Bharat Oman Refineries Limited;

And whereas the copies of the said Gazette notification were made available to the public during 14-5-2010 to 26-5-2010;

And whereas the Competent Authority has, under sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said land, specified in the Schedule, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration, in Bharat Oman Refineries Limited, free from all encumbrances.

SCHEDULE

Tehsil : Nadiad District : Kheda State : Gujarat			
S.No.	Name of Village	Survey No.	Area in Hectare
1	2	3	4
1.	Pij	860	00.1000
		953	00.1729
		1273	00.1316
2.	Piplata	1231	00.0490
		1272	00.2784
		1308	00.2250
3.	Piplag	347	00.1250
		658 P	00.0250
		350	00.0741
		351	00.0360
		650	00.0248
4.	Nadiad	1191/1P	00.0797
5.	Saluntalpad	437	00.0744
6.	Kanjoda	692	00.0617
		693	00.0345
		616	00.0836
		707	00.0449
7.	Chalali	839	00.0859
		192 P	00.0796

[F. No. R-31015/35/2009-OR-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 2 अगस्त, 2010

का.आ. 1942.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाईपलाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की नीचे दी गई अधिसूची में यथा उल्लिखित तारीखों की संख्या का. आ. द्वारा उन अधिसूचनाओं से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया था।

और केन्द्रीय सरकार ने, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमियों में, सभी विल्लंगमों से मुक्त उपयोग का अधिकार भारत पेट्रोलियम कॉरपोरेशन लिमिटेड में निहित किया था।

और जबकि सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दी है कि मोटर स्ट्रिट, उच्च-कोटि का मिट्टी का तेल और वेग डीजल के परिवहन के लिए भारत पेट्रोलियम कॉरपोरेशन लिमिटेड के मध्य प्रदेश राज्य स्थित मांगल्या संस्थापन से दिल्ली राज्य स्थित बिजवासन संस्थापन तक उपर्युक्त भूमियों में पाईपलाईन बिछाई जा चुकी है। चूँकि राजस्थान राज्य के जिला कोटा में पाईपलाईन बिछाई जा चुकी है, अतः ऐसी भूमि के बारे में जिसका विवरण इस अधिसूचना से संलग्न अनुसूची से विनिर्दिष्ट है प्रचालन समाप्त किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाईपलाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1963 के नियम 4 के स्पष्टीकरण-1 के अधीन अपेक्षानुसार उक्त अनुसूची के स्तंभ 7 में उल्लिखित तारीखों को जिला कोटा, राजस्थान राज्य में प्रचालन की समाप्ति की तारीख के रूप में घोषित करती है।

अनुसूची

क्र. सं.	का.आ.नं. व तारीख	ग्राम का नाम	तहसील	जिला	राज्य	प्रचालन समाप्ति की तारीख
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	4643- 8-12-2005	गलाना	लाडपुरा	कोटा	राजस्थान	31-03-2007
		कादीहेड़ा	लाडपुरा	कोटा	राजस्थान	31-03-2007
		जाखोड़ा	लाडपुरा	कोटा	राजस्थान	31-03-2007
		किशनपुरा (केथून)	लाडपुरा	कोटा	राजस्थान	31-03-2007
		गोदल्या हेड़ी	लाडपुरा	कोटा	राजस्थान	31-03-2007
		मोरपा	लाडपुरा	कोटा	राजस्थान	31-03-2007
		अरनियां	लाडपुरा	कोटा	राजस्थान	31-03-2007
		रसूलपुर	लाडपुरा	कोटा	राजस्थान	31-03-2007
		ताथेड़	लाडपुरा	कोटा	राजस्थान	31-03-2007
		बृजेशपुरा	लाडपुरा	कोटा	राजस्थान	31-03-2007
		पिपल्दा शेखान	लाडपुरा	कोटा	राजस्थान	31-03-2007
		रामखेड़ली	लाडपुरा	कोटा	राजस्थान	31-03-2007
		नोटाना	लाडपुरा	कोटा	राजस्थान	31-03-2007
		चन्द्रसल	लाडपुरा	कोटा	राजस्थान	31-03-2007
		देवली मच्छियान	लाडपुरा	कोटा	राजस्थान	31-03-2007
		किशनपुरा उर्फ नयागांव	लाडपुरा	कोटा	राजस्थान	31-03-2007
		गावड़ी	लाडपुरा	कोटा	राजस्थान	31-03-2007
2.	2917- 26-7-2006	जाखोड़ा	लाडपुरा	कोटा	राजस्थान	31-03-2007
		गोदल्या हेड़ी	लाडपुरा	कोटा	राजस्थान	31-03-2007
3.	4827- 12-12-2006	नोटाना	लाडपुरा	कोटा	राजस्थान	31-03-2007
		बृजेशपुरा	लाडपुरा	कोटा	राजस्थान	31-03-2007
4.	4432- 24-11-2005	धूलेट	सांगोद	कोटा	राजस्थान	31-03-2007
		चरचड़िया उर्फ काशीपुरा	सांगोद	कोटा	राजस्थान	31-03-2007
		लादोहेड़ा	सांगोद	कोटा	राजस्थान	31-03-2007

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		टोल्या	सांगोद	कोटा	राजस्थान	31-03-2007
		टोल्या	सांगोद	कोटा	राजस्थान	31-03-2007
		केशोली	सांगोद	कोटा	राजस्थान	31-03-2007
		बाछीहेड़ा	सांगोद	कोटा	राजस्थान	31-03-2007
		सारोला	सांगोद	कोटा	राजस्थान	31-03-2007
		मांडूहेड़ा	सांगोद	कोटा	राजस्थान	31-03-2007
		हिंगोनियां	सांगोद	कोटा	राजस्थान	31-03-2007
		खेडी	सांगोद	कोटा	राजस्थान	31-03-2007
		बिशनपुरा	सांगोद	कोटा	राजस्थान	31-03-2007
		गोपालपुरा	सांगोद	कोटा	राजस्थान	31-03-2007
		आँवा	सांगोद	कोटा	राजस्थान	31-03-2007
		राजपुरा मय चक	सांगोद	कोटा	राजस्थान	31-03-2007
		पिसाहेड़ा	सांगोद	कोटा	राजस्थान	31-03-2007
		ढीकोली	सांगोद	कोटा	राजस्थान	31-03-2007
		खडीपुर	सांगोद	कोटा	राजस्थान	31-03-2007
		खजूरी	सांगोद	कोटा	राजस्थान	31-03-2007
		बन्दा	सांगोद	कोटा	राजस्थान	31-03-2007
		कुराड	सांगोद	कोटा	राजस्थान	31-03-2007
		बृजनगर	सांगोद	कोटा	राजस्थान	31-03-2007
5.	2919- 28-07-2006	धूलेट	सांगोद	कोटा	राजस्थान	31-03-2007
		आँवा	सांगोद	कोटा	राजस्थान	31-03-2007
		खडीपुर	सांगोद	कोटा	राजस्थान	31-03-2007
		खजूरी	सांगोद	कोटा	राजस्थान	31-03-2007
		कुराड	सांगोद	कोटा	राजस्थान	31-03-2007
6.	15- 03-01-2007	माण्डूहेड़ा	सांगोद	कोटा	राजस्थान	31-03-2007
		खजूरी	सांगोद	कोटा	राजस्थान	31-03-2007
		बन्दा	सांगोद	कोटा	राजस्थान	31-03-2007
		कुराड	सांगोद	कोटा	राजस्थान	31-03-2007

[फा. सं. आर- 31015/5/2009-ओ आर-11]

ए. गोस्वामी, अवर सचिव

New Delhi, the 2nd August, 2010

S.O. 1942.—Whereas, by notification of the Government of India in the Ministry of Petroleum & Natural Gas, S.O. Nos. and dates as mentioned in the Schedule below issued under sub-section (i) of Section (6), Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government acquired the Right of User in the said lands specified in the schedule appended to those notification.

And whereas, in exercise of powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government vested the right of user in the lands free from all encumbrances in the Bharat Petroleum Corporation Limited.

And whereas, the Competent Authority has made a report to the Central Government that the pipeline for the purpose of transportation of motor spirit, Superior Kerosene Oil and High Speed Diesel from Manglya in the State of Madhya Pradesh to Bijwasan in the state of Delhi has been laid in the said lands and hence the operations may be terminated in District Kota in the state of Rajasthan in respect of the said lands which in brief are specified in the Schedule annexed to this Notification.

Now, therefore, as acquired under explanation 1 of Rule 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Rules 1963, the Central Government hereby declares the dates mentioned in column 7 of the said schedule as the dates of termination in District Kota the State of Rajasthan.

SCHEDULE

Sr. No.	S. O.No. and date	Name of village	Tehsil	District	State	Date of Termination
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	4643 Dated 8-12-2005	Galana	Ladpura	Kota	Rajasthan	31-03-2007
		Kadiheda	Ladpura	Kota	Rajasthan	31-03-2007
		Jakhoda	Ladpura	Kota	Rajasthan	31-03-2007
		Kishanpura (kethun)	Ladpura	Kota	Rajasthan	31-03-2007
		Godaliya hedi	Ladpura	Kota	Rajasthan	31-03-2007
		Morpa	Ladpura	Kota	Rajasthan	31-03-2007
		Arniya	Ladpura	Kota	Rajasthan	31-03-2007
		Rasulpur	Ladpura	Kota	Rajasthan	31-03-2007
		Tathed	Ladpura	Kota	Rajasthan	31-03-2007
		Brajeshpura	Ladpura	Kota	Rajasthan	31-03-2007
		Pipalda Shekhan	Ladpura	Kota	Rajasthan	31-03-2007
		Ramkhedli	Ladpura	Kota	Rajasthan	31-03-2007
		Notana	Ladpura	Kota	Rajasthan	31-03-2007
		Chandresal	Ladpura	Kota	Rajasthan	31-03-2007
		Devlimachhiyan	Ladpura	Kota	Rajasthan	31-03-2007
		Kishanpura urf Naya	Ladpura	Kota	Rajasthan	31-03-2007
		Gaon Gavdi	Ladpura	Kota	Rajasthan	31-03-2007
2.	2917 Dated 26-7-2006	Jakhoda	Ladpura	Kota	Rajasthan	31-03-2007
		Godaliya hedi	Ladpura	Kota	Rajasthan	31-03-2007
3.	4827 Dated 12-12-2006	Notana	Ladpura	Kota	Rajasthan	31-03-2007
		Brajeshpura	Ladpura	Kota	Rajasthan	31-03-2007
4.	4432 Dated 24-11-2005	Dhulet	Sangod	Kota	Rajasthan	31-03-2007
		Charchadiya urf Kashipura	Sangod	Kota	Rajasthan	31-03-2007
		Lodhaheda	Sangod	Kota	Rajasthan	31-03-2007
		Tosya	Sangod	Kota	Rajasthan	31-03-2007
		Tolya	Sangod	Kota	Rajasthan	31-03-2007
		Kesholi	Sangod	Kota	Rajasthan	31-03-2007
		Bachhiheda	Sangod	Kota	Rajasthan	31-03-2007
		Sarola	Sangod	Kota	Rajasthan	31-03-2007
		Manduheda	Sangod	Kota	Rajasthan	31-03-2007
		Hingoniya	Sangod	Kota	Rajasthan	31-03-2007
		Khedi	Sangod	Kota	Rajasthan	31-03-2007
		Bishanpura	Sangod	Kota	Rajasthan	31-03-2007
		Gopalpura	Sangod	Kota	Rajasthan	31-03-2007
		Aanwa	Sangod	Kota	Rajasthan	31-03-2007
		Rajpura may chak	Sangod	Kota	Rajasthan	31-03-2007
		Pisaheda	Sangod	Kota	Rajasthan	31-03-2007
		Dhikoli	Sangod	Kota	Rajasthan	31-03-2007
		Khadipur	Sangod	Kota	Rajasthan	31-03-2007

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		Khajuri	Sangod	Kota	Rajasthan	31-03-2007
		Banda	Sangod	Kota	Rajasthan	31-03-2007
		Kurad	Sangod	Kota	Rajasthan	31-03-2007
		Brijnagar	Sangod	Kota	Rajasthan	31-03-2007
5.	2919-28-07-2006	Dhulet	Sangod	Kota	Rajasthan	31-03-2007
		Aanwa	Sangod	Kota	Rajasthan	31-03-2007
		Khadipur	Sangod	Kota	Rajasthan	31-03-2007
		Khajuri	Sangod	Kota	Rajasthan	31-03-2007
		Kurad	Sangod	Kota	Rajasthan	31-03-2007
6.	15-03-01-2007	Manduheda	Sangod	Kota	Rajasthan	31-03-2007
		Khajuri	Sangod	Kota	Rajasthan	31-03-2007
		Banda	Sangod	Kota	Rajasthan	31-03-2007
		Kurad	Sangod	Kota	Rajasthan	31-03-2007

[F.N. R-31615/2009/OR-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 2 अगस्त, 2010

का.आ. 1943.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्रकृतिक गैस प्रभालय की नीचे दी गई अधिसूची में यथा उल्लिखित तारीखों की संख्या का. आ. द्वारा उन अधिसूचनाओं से संलग्न अनुसूची से विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया था।

और केन्द्रीय सरकार ने, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमियों में, सभी विलसंगों से मुक्त उपयोग का अधिकार भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित किया था।

और जबकि सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दी है कि मोटर स्ट्रिट, उच्च-कोटि का मिट्टी का रोड और वेग डीजल के परिवहन के लिए भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड के मध्य प्रदेश राज्य स्थित मांगलया संस्थापन से दिल्ली राज्य स्थित मिजवासन संस्थापन तक उपर्युक्त भूमियों में पाइपलाइन बिछाई जा चुकी है। चूंकि राजस्थान राज्य के जिला बूंदी में पाइपलाइन बिछाई जा चुकी है, अतः ऐसी भूमि के बारे में जिसका विवरण इस अधिसूचना से संलग्न अनुसूची से विनिर्दिष्ट है प्रचालन समाप्त किया जाए।

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1963 के नियम 4 के स्पष्टीकरण-1 के अधीन अपेक्षानुसार उक्त अनुसूची के स्तंभ 7 में उल्लिखित तारीखों को जिला बूंदी, राजस्थान राज्य में प्रचालन की समाप्ति की तारीख के रूप में घोषित करती है।

अनुसूची

क्र. सं.	का.आ.नं. व तारीख	ग्राम का नाम	तहसील	जिला	राज्य	प्रचालन समाप्ति की तारीख
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	32-04-01-2006	पटानिया	केशवरायपाटन	बूंदी	राजस्थान	31-05-2007
		इशवरनगर	केशवरायपाटन	बूंदी	राजस्थान	31-05-2007
		कस्बा केशवराय	केशवरायपाटन	बूंदी	राजस्थान	31-05-2007
		पाटन	केशवरायपाटन	बूंदी	राजस्थान	31-05-2007
		हथनापुर	केशवरायपाटन	बूंदी	राजस्थान	31-05-2007
		भीया	केशवरायपाटन	बूंदी	राजस्थान	31-05-2007
		रंगराजपुरा	केशवरायपाटन	बूंदी	राजस्थान	31-05-2007
		अरनेठा	केशवरायपाटन	बूंदी	राजस्थान	31-05-2007
		श्रीपुरा	केशवरायपाटन	बूंदी	राजस्थान	31-05-2007

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		सारसला	केशवरायपाटन	बूंदी	राजस्थान	31-05-2007
		भावपुरा	केशवरायपाटन	बूंदी	राजस्थान	31-05-2007
		अडीला	केशवरायपाटन	बूंदी	राजस्थान	31-05-2007
		कापरेन	केशवरायपाटन	बूंदी	राजस्थान	31-05-2007
		हीरापुर	केशवरायपाटन	बूंदी	राजस्थान	31-05-2007
		गरजनी	केशवरायपाटन	बूंदी	राजस्थान	31-05-2007
		बालापुरा	केशवरायपाटन	बूंदी	राजस्थान	31-05-2007
		अरनिया	केशवरायपाटन	बूंदी	राजस्थान	31-05-2007
		अरडाना	केशवरायपाटन	बूंदी	राजस्थान	31-05-2007
		कोडक्या	केशवरायपाटन	बूंदी	राजस्थान	31-05-2007
		आजन्दा	केशवरायपाटन	बूंदी	राजस्थान	31-05-2007
2.	3488 - 29-08-2006	बालापुरा	केशवरायपाटन	बूंदी	राजस्थान	31-05-2007
3.	387 - 05-02-2007	पटोलिया	केशवरायपाटन	बूंदी	राजस्थान	31-05-2007
4.	2668 - 28-7-2005	लबान	इन्द्रगढ़	बूंदी	राजस्थान	15-12-2008
		पापड़ी	इन्द्रगढ़	बूंदी	राजस्थान	15-12-2008
		बड़गाँव	इन्द्रगढ़	बूंदी	राजस्थान	15-12-2008
		सखावदा	इन्द्रगढ़	बूंदी	राजस्थान	15-12-2008
		बिशनपुरा	इन्द्रगढ़	बूंदी	राजस्थान	15-12-2008
		कँवरपुरा	इन्द्रगढ़	बूंदी	राजस्थान	15-12-2008
		देवपुरा	इन्द्रगढ़	बूंदी	राजस्थान	15-12-2008
		धाकड़खेड़ी	इन्द्रगढ़	बूंदी	राजस्थान	15-12-2008
		हरदेव गंज	इन्द्रगढ़	बूंदी	राजस्थान	15-12-2008
		अंधोरा	इन्द्रगढ़	बूंदी	राजस्थान	15-12-2008
		सुनारी	इन्द्रगढ़	बूंदी	राजस्थान	15-12-2008
		नया गाँव	इन्द्रगढ़	बूंदी	राजस्थान	15-12-2008
		टोकसपुरा	इन्द्रगढ़	बूंदी	राजस्थान	15-12-2008
		रामनगर	इन्द्रगढ़	बूंदी	राजस्थान	15-12-2008
		रामपुरिया	इन्द्रगढ़	बूंदी	राजस्थान	15-12-2008
		गुढ़ा	इन्द्रगढ़	बूंदी	राजस्थान	15-12-2008
		बड़ाखेड़ा	इन्द्रगढ़	बूंदी	राजस्थान	15-12-2008
		रामनगर	इन्द्रगढ़	बूंदी	राजस्थान	15-12-2008
5.	1484 - 14-04-2006	भाण्डगंवार	इन्द्रगढ़	बूंदी	राजस्थान	15-12-2008
		जाड़ला	इन्द्रगढ़	बूंदी	राजस्थान	15-12-2008
6.	386 - 05-02-2007	अंधोरा	इन्द्रगढ़	बूंदी	राजस्थान	15-12-2008
		हरदेव गंज	इन्द्रगढ़	बूंदी	राजस्थान	15-12-2008
		भाण्डगंवार	इन्द्रगढ़	बूंदी	राजस्थान	15-12-2008
7.	2624 - 15-09-2008	लबान	इन्द्रगढ़	बूंदी	राजस्थान	15-12-2008
8.	256 - 17-01-2006	कोटा खुर्द	इन्द्रगढ़	बूंदी	राजस्थान	31-12-2006
		लबान	इन्द्रगढ़	बूंदी	राजस्थान	31-12-2006
		सुनारी	इन्द्रगढ़	बूंदी	राजस्थान	31-12-2006

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		जाड़ला	इन्द्रगढ़	बूंदी	राजस्थान	31-12-2006
		बडाखेड़ा	इन्द्रगढ़	बूंदी	राजस्थान	31-12-2006
9.	257 - 17-01-2006	बलदेवपुर	इन्द्रगढ़	बूंदी	राजस्थान	31-12-2006
		कोटडी	इन्द्रगढ़	बूंदी	राजस्थान	31-12-2006
		घाट का बराना	इन्द्रगढ़	बूंदी	राजस्थान	31-12-2006
		झपायता	इन्द्रगढ़	बूंदी	राजस्थान	31-12-2006
		देही खेड़ा	इन्द्रगढ़	बूंदी	राजस्थान	31-12-2006
10.	3816 - 20-09-2006	घाट का बराना	इन्द्रगढ़	बूंदी	राजस्थान	31-12-2006

[फा. सं. आर- 31015/5/2009-ओ आर-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 2nd August, 2010

S.O. 1943.—Whereas, by notification of the Government of India in the Ministry of Petroleum & Natural Gas, S.O. Nos. and dates as mentioned in the Schedule below issued under Sub-section (i) of Section (6), Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government acquired the Right of User in the said lands specified in the schedule appended to those notification.

And whereas, in exercise of powers conferred by Sub-section (4) of Section 6 of the said Act, the Central Government vested the right of user in the lands free from all encumbrances in the Bharat Petroleum Corporation Limited.

And whereas, the Competent Authority has made a report to the Central Government that the pipeline for the purpose of transportation of motor spirit, Superior Kerosene Oil and High Speed Diesel from Manglya in the State of Madhya Pradesh to Bijwasan in the state of Delhi has been laid in the said lands and hence the operation may be terminated in District Bundi in the state of Rajasthan in respect of the said lands which in brief are specified in the Schedule annexed to this Notification.

Now, therefore, as required under explanation 1 of Rule 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Rules 1963, the Central Government hereby declares the dates mentioned in column 7 of the said schedule as the dates of termination in District Bundi the State of Rajasthan.

SCHEDULE

Sr. No.	S. O.No. and date	Name of village	Tehsil	District	State	Date of Termination
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	32 Dated 04-01-2006	Patoliya	Keshavrai Patan	Bundi	Rajasthan	31-05-2007
		Ishwar Nagar	Keshavrai Patan	Bundi	Rajasthan	31-05-2007
		Kasba	Keshavrai Patan	Bundi	Rajasthan	31-05-2007
		Keshavrai				
		Patan	Keshavrai Patan	Bundi	Rajasthan	31-05-2007
		Hathnapur	Keshavrai Patan	Bundi	Rajasthan	31-05-2007
		Bhiya	Keshavrai Patan	Bundi	Rajasthan	31-05-2007
		Rangrajputra	Keshavrai Patan	Bundi	Rajasthan	31-05-2007
		Arnetha	Keshavrai Patan	Bundi	Rajasthan	31-05-2007
		Shripura	Keshavrai Patan	Bundi	Rajasthan	31-05-2007
		Sarsala	Keshavrai Patan	Bundi	Rajasthan	31-05-2007
		Bhavputra	Keshavrai Patan	Bundi	Rajasthan	31-05-2007
		Adila	Keshavrai Patan	Bundi	Rajasthan	31-05-2007

(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	32 Dated 04-01-2006 (Contd.)	Kapren	Keshavrai Patan	Bundi	Rajasthan	31-05-2007
		Hirapur	Keshavrai Patan	Bundi	Rajasthan	31-05-2007
		Garjani	Keshavrai Patan	Bundi	Rajasthan	31-05-2007
		Balapura	Keshavrai Patan	Bundi	Rajasthan	31-05-2007
		Arniya	Keshavrai Patan	Bundi	Rajasthan	31-05-2007
		Ardana	Keshavrai Patan	Bundi	Rajasthan	31-05-2007
		Kodkya	Keshavrai Patan	Bundi	Rajasthan	31-05-2007
		Ajanda	Keshavrai Patan	Bundi	Rajasthan	31-05-2007
2.	3488 Dated 29-08-2006	Balapura	Keshavrai Patan	Bundi	Rajasthan	31-05-2007
3.	387 Dated 05-02-2007	Patoliya	Keshavrai Patan	Bundi	Rajasthan	31-05-2007
4.	2668 Dated 28-7-2005	Laban	Indragarh	Bundi	Rajasthan	15-12-2008
		Papdi	Indragarh	Bundi	Rajasthan	15-12-2008
		Badgaon	Indragarh	Bundi	Rajasthan	15-12-2008
		Sakhavada	Indragarh	Bundi	Rajasthan	15-12-2008
		Bishanpura	Indragarh	Bundi	Rajasthan	15-12-2008
		Kanwarapura	Indragarh	Bundi	Rajasthan	15-12-2008
		Devpura	Indragarh	Bundi	Rajasthan	15-12-2008
		Dhakadkhedi	Indragarh	Bundi	Rajasthan	15-12-2008
		Hardevganj	Indragarh	Bundi	Rajasthan	15-12-2008
		Anghora	Indragarh	Bundi	Rajasthan	15-12-2008
		Sunari	Indragarh	Bundi	Rajasthan	15-12-2008
		Naya Gaon	Indragarh	Bundi	Rajasthan	15-12-2008
		Tokaspura	Indragarh	Bundi	Rajasthan	15-12-2008
		Ramnagar	Indragarh	Bundi	Rajasthan	15-12-2008
		Rampuriya	Indragarh	Bundi	Rajasthan	15-12-2008
		Gudha	Indragarh	Bundi	Rajasthan	15-12-2008
		Badakheda	Indragarh	Bundi	Rajasthan	15-12-2008
5.	1484 Dated 14-04-2006	Bhandganwar	Indragarh	Bundi	Rajasthan	15-12-2008
		Jadla	Indragarh	Bundi	Rajasthan	15-12-2008
6.	386 Dated 05-02-2007	Anghora	Indragarh	Bundi	Rajasthan	15-12-2008
		Hardev Ganj	Indragarh	Bundi	Rajasthan	15-12-2008
		Bhandganwar	Indragarh	Bundi	Rajasthan	15-12-2008
7.	2624 Dated 15-09-2008	Laban	Indragarh	Bundi	Rajasthan	15-12-2008
8.	256 Dated 17-01-2006	Kota khurd	Indragarh	Bundi	Rajasthan	31-12-2006
		Laban	Indragarh	Bundi	Rajasthan	31-12-2006
		Sunari	Indragarh	Bundi	Rajasthan	31-12-2006
		Jadla	Indragarh	Bundi	Rajasthan	31-12-2006
		Badakheda	Indragarh	Bundi	Rajasthan	31-12-2006
9.	257 Dated 17-01-2006	Baldevpura	Indragarh	Bundi	Rajasthan	31-12-2006
		Kotdi	Indragarh	Bundi	Rajasthan	31-12-2006
		Ghat ka Barana	Indragarh	Bundi	Rajasthan	31-12-2006

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	257 Dated 17-01-2006	Jhapayata	Indragarh	Bundi	Rajasthan	31-12-2006
		Dehi Kheda	Indragarh	Bundi	Rajasthan	31-12-2006
10.	3816 Dated 20-09-2006	Ghat ka Barana	Indragarh	Bundi	Rajasthan	31-12-2006

[F. No. R-31015/5/2009-OR-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 3 अगस्त, 2010

का.आ. 1944.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाईपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की नीचे दी गई अधिसूची में यथा उल्लिखित तारीखों की संख्या का. आ. द्वारा उन अधिसूचनाओं से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया था।

और केन्द्रीय सरकार ने, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमियों में, सभी विल्लंगमों से मुक्त उपयोग का अधिकार भारत पेट्रोलियम कॉरपोरेशन लिमिटेड में निहित किया था।

और जबकि सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दी है कि मोटर स्प्रिट, उच्च-कोटि का मिट्टी का तेल और वेग डीजल के परिवहन के लिए भारत पेट्रोलियम कॉरपोरेशन लिमिटेड के मध्य प्रदेश राज्य स्थित मांगलया संस्थापन से दिल्ली राज्य स्थित बिजयाधन संस्थापन तक उपर्युक्त भूमियों में पाईपलाइन बिछाई जा चुकी है। चूंकि राजस्थान राज्य के जिला करौली में पाईपलाइन बिछाई जा चुकी है, अतः ऐसी भूमि के बारे में जिसका विवरण इस अधिसूचना से संलग्न अनुसूची से विनिर्दिष्ट है, प्रचालन समाप्त किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाईपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1963 के नियम 4 के स्पष्टीकरण-1 के अधीन अपेक्षानुसार उक्त अनुसूची के स्तंभ 7 में उल्लिखित तारीखों को जिला करौली, राजस्थान राज्य में प्रचालन की समाप्ति की तारीख के रूप में घोषित करती है।

अनुसूची

क्र. सं.	का.आ.सं. व तारीख	ग्राम का नाम	तहसील	जिला	राज्य	प्रचालन समाप्ति की तारीख
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	2597 - 12-07-2005	नीमोदा	सपोटरा	करौली	राजस्थान	31-7-2007
		एदलपुर	सपोटरा	करौली	राजस्थान	31-7-2007
		मांडा	सपोटरा	करौली	राजस्थान	31-7-2007
		खेड़ला	सपोटरा	करौली	राजस्थान	31-7-2007
2.	30 - 03-01-2006	एदलपुर	सपोटरा	करौली	राजस्थान	31-7-2007
		मांडा	सपोटरा	करौली	राजस्थान	31-7-2007
		खेड़ला	सपोटरा	करौली	राजस्थान	31-7-2007
3.	4476 - 24-11-2006	नीमोदा	सपोटरा	करौली	राजस्थान	31-7-2007
		खेड़ला	सपोटरा	करौली	राजस्थान	31-7-2007
4.	956 - 02-04-2007	नीमोदा	सपोटरा	करौली	राजस्थान	31-7-2007
		खेड़ला	सपोटरा	करौली	राजस्थान	31-7-2007
		मांडा	सपोटरा	करौली	राजस्थान	31-7-2007
5.	3229 - 07-09-2005	सनेट	हिण्डौन	करौली	राजस्थान	30-4-2008
		कुतकपुर	हिण्डौन	करौली	राजस्थान	30-4-2008
		जमालपुर	हिण्डौन	करौली	राजस्थान	30-4-2008

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	3229 - 07-09-2005	खेड़ा	हिण्डौन	करौली	राजस्थान	30-4-2008
	(- जारी)	पाटोदा	हिण्डौन	करौली	राजस्थान	30-4-2008
		काचरोली	हिण्डौन	करौली	राजस्थान	30-4-2008
		फुलवाड़ा	हिण्डौन	करौली	राजस्थान	30-4-2008
		सिकरोदा मीना	हिण्डौन	करौली	राजस्थान	30-4-2008
		हिण्डौन	हिण्डौन	करौली	राजस्थान	30-4-2008
		मुकंदपुरा	हिण्डौन	करौली	राजस्थान	30-4-2008
		बहादुरपुर	हिण्डौन	करौली	राजस्थान	30-4-2008
		जटनगला	हिण्डौन	करौली	राजस्थान	30-4-2008
		मिल्कीपुरा	हिण्डौन	करौली	राजस्थान	30-4-2008
		ढिंढोरा	हिण्डौन	करौली	राजस्थान	30-4-2008
		खिजूरी	हिण्डौन	करौली	राजस्थान	30-4-2008
		धंधावली	हिण्डौन	करौली	राजस्थान	30-4-2008
		सूरोठ	हिण्डौन	करौली	राजस्थान	30-4-2008
		भुकरावली	हिण्डौन	करौली	राजस्थान	30-4-2008
6.	33 - 04-01-2006	सनेट	हिण्डौन	करौली	राजस्थान	30-4-2008
		कुतकपुर	हिण्डौन	करौली	राजस्थान	30-4-2008
		हिण्डौन	हिण्डौन	करौली	राजस्थान	30-4-2008
		ढिंढोरा	हिण्डौन	करौली	राजस्थान	30-4-2008
		भुकरावली	हिण्डौन	करौली	राजस्थान	30-4-2008
7.	955 - 02-04-2007	हिण्डौन	हिण्डौन	करौली	राजस्थान	30-4-2008
8.	212 - 31-01-2008	सनेट	हिण्डौन	करौली	राजस्थान	30-4-2008
		हिण्डौन	हिण्डौन	करौली	राजस्थान	30-4-2008

[फा. सं. आर- 31015/6/2009-ओ आर-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 3rd August, 2010

S.O. 1944.—Whereas, by notification of the Government of India in the Ministry of Petroleum & Natural Gas, S.O. Nos. and dates as mentioned in the Schedule below issued under Sub-Section (i) of Section (6), Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government acquired the Right of User in the said lands specified in the Schedule appended to those notification.

And whereas, in exercise of powers conferred by Sub-Section (4) of Section 6 of the said Act, the Central Government vested the right of user in the lands free from all encumbrances in the Bharat Petroleum Corporation Limited.

And whereas, the Competent Authority has made a report to the Central Government that the pipeline for the purpose of transportation of motor spirit, Superior Kerosene Oil and High Speed Diesel from Manglya in the State of Madhya Pradesh to Bijwasan in the State of Delhi has been laid in the said lands and hence the operation may be terminated in District Karauli in the State of Rajasthan in respect of the said lands which in brief are specified in the Schedule annexed to this Notification.

Now, therefore, as required under explanation 1 of Rule 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Rules 1963, the Central Government hereby declares the dates mentioned in Column 7 of the said Schedule as the dates of termination in District Karauli in the State of Rajasthan.

SCHEDULE

Sr. No.	S. O. No. and date	Name of village	Tehsil	District	State	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	2597-12-07-2005	Nimoda	Sapotra	Karauli	Rajasthan	2005
		Aldalpur	Sapotra	Karauli	Rajasthan	2007
		Manda	Sapotra	Karauli	Rajasthan	2007
		Khedla	Sapotra	Karauli	Rajasthan	2007
2.	30-03-01-2006	Aldalpur	Sapotra	Karauli	Rajasthan	2006
		Manda	Sapotra	Karauli	Rajasthan	2006
		Khedla	Sapotra	Karauli	Rajasthan	2006
3.	4476-24-11-2006	Nimoda	Sapotra	Karauli	Rajasthan	2006
		Khedla	Sapotra	Karauli	Rajasthan	2007
4.	956-02-04-2007	Nimoda	Sapotra	Karauli	Rajasthan	2007
		Khedla	Sapotra	Karauli	Rajasthan	2007
		Aldalpur	Sapotra	Karauli	Rajasthan	2007
5.	3229-07-09-2005	Sanet	Hindaun	Karauli	Rajasthan	2005
		Kutakpur	Hindaun	Karauli	Rajasthan	2005
		Jamnapur	Hindaun	Karauli	Rajasthan	2005
		Khedla	Hindaun	Karauli	Rajasthan	2005
		Patonda	Hindaun	Karauli	Rajasthan	2005
		Kachheroli	Hindaun	Karauli	Rajasthan	2005
		Fulwada	Hindaun	Karauli	Rajasthan	2005
		Sikroda Meena	Hindaun	Karauli	Rajasthan	2005
		Hindaun	Hindaun	Karauli	Rajasthan	2005
		Mukandpura	Hindaun	Karauli	Rajasthan	2005
		Bahadurpur	Hindaun	Karauli	Rajasthan	2005
		Jatnagla	Hindaun	Karauli	Rajasthan	2005
		Milkipura	Hindaun	Karauli	Rajasthan	2005
		Dhindhora	Hindaun	Karauli	Rajasthan	2005
		Khijuri	Hindaun	Karauli	Rajasthan	2005
		Dhandhawali	Hindaun	Karauli	Rajasthan	2005
		Suroth	Hindaun	Karauli	Rajasthan	2005
		Bhukravali	Hindaun	Karauli	Rajasthan	2005
6.	33-04-01-2006	Sanet	Hindaun	Karauli	Rajasthan	2006
		Kutakpur	Hindaun	Karauli	Rajasthan	2006
		Hindaun	Hindaun	Karauli	Rajasthan	2006
		Dhindhora	Hindaun	Karauli	Rajasthan	2006
		Bhukravali	Hindaun	Karauli	Rajasthan	2006
7.	955-02-04-2007	Hindaun	Hindaun	Karauli	Rajasthan	2007
8.	212-31-01-2008	Sanet	Hindaun	Karauli	Rajasthan	2008
		Hindaun	Hindaun	Karauli	Rajasthan	2008

नई दिल्ली, 3 अगस्त, 2010

सं. 1356-3-4-2006.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का अधिनियम 50) की धारा 6 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की नीचे दी गई अनुसूची में यथा उल्लिखित तारीखों की संख्या का.आ. द्वारा उन अधिसूचनाओं से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया था।

और केन्द्रीय सरकार ने उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमियों में सभी विलिंगनों से मुक्त उपयोग का अधिकार भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित किया था।

और जबकि सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दी है कि मोटर स्ट्रिट, उच्च-कोटि का मिट्टी का तेल और वेग डीजल के परिवहन के लिए भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड के मध्य प्रदेश राज्य स्थित मांगल्या संस्थापन से दिल्ली राज्य स्थित बिजवासन संस्थापन तक उपर्युक्त भूमियों में पाइपलाईन बिछाई जा चुकी है। चूंकि राजस्थान राज्य के जिला टोंक में पाइपलाईन बिछाई जा चुकी है, अतः ऐसी भूमि के बारे में जिसका विवरण इस अधिसूचना से संलग्न अनुसूची से विनिर्दिष्ट है प्रचालन समाप्त किया जाए।

अतः अब केन्द्रीय सरकार पेट्रोलियम पाइपलाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1963 के नियम 4 के स्पष्टीकरण-1 के अधीन अपेक्षानुसार उक्त अनुसूची के स्तंभ 7 में उल्लिखित तारीखों को जिला टोंक, राजस्थान राज्य में प्रचालन की समाप्ति की तारीख के रूप में घोषित करती है।

अनुसूची

क्र. सं.	का.आ.नं. व तारीख	ग्राम का नाम	तहसील	जिला	राज्य	प्रचालन समाप्ति की तारीख
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	1356-3-4-2006	मोहम्मदपुरा	उनियारा	टोंक	राजस्थान	20-9-2006

[फा. सं. आर-31015/6/2009-ओआर-II]

ए. गौस्वामी, अवर सचिव

New Delhi, the 3rd August, 2010

S.O. 1945.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas, S.O. Nos. and dates as mentioned in the Schedule below issued under Sub-Section (i) of Section (6), Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government acquired the Right of User in the said lands specified in the schedule appended to those notification.

And whereas, in exercise of powers conferred by Sub-Section (4) of Section 6 of the said Act, the Central Government vested the right of user in the lands free from all encumbrances in the Bharat Petroleum Corporation Limited.

And whereas, the Competent Authority has made a report to the Central Government that the pipeline for the purpose of transportation of motor spirit, Superior Kerosene Oil and High Speed Diesel from Manglya in the State of Madhya Pradesh to Bijwasan in the state of Delhi has been laid in the said lands and hence the operation may be terminated in District Tonk in the State of Rajasthan in respect of the said lands which in brief are specified in the Schedule annexed to this Notification.

Now, therefore, as required under explanation 1 of Rule 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Rules 1963, the Central Government hereby declares the dates mentioned in Column 7 of the said schedule as the dates of termination in District Tonk the State of Rajasthan.

SCHEDULE

S.No	S.O. No. and Date	Name of Village	Tehsil	District	State	Date of Termination
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	1356-3-4-2006	Mohammadpura	Uniyara	Tonk	Rajasthan	20-9-2006

[F. No. R-31015/6/2009-OR-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 3 अगस्त, 2010

का.आ. 1946.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाईपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की नीचे दी गई अधिसूची में यथा उल्लिखित तारीखों की संख्या का.आ. द्वारा उन अधिसूचनाओं से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया था।

और केन्द्रीय सरकार ने उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमियों में सभी विल्लंगनों से मुक्त उपयोग का अधिकार भारत पेट्रोलियम कॉरपोरेशन लिमिटेड में निहित किया था।

और जबकि सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दी है कि मोटर स्ट्रिट, उच्च-कोटि का मिट्टी का तेल और वेग डीजल के परिवहन के लिए भारत पेट्रोलियम कॉरपोरेशन लिमिटेड के मध्य प्रदेश राज्य स्थित मांगला संस्थापन से दिल्ली राज्य स्थित बिजवासन संस्थापन तक उपर्युक्त भूमियों में पाईपलाइन बिछाई जा चुकी है। चूंकि राजस्थान राज्य के जिला सवाई माधोपुर में पाईपलाइन बिछाई जा चुकी है, अतः ऐसी भूमि के बारे में जिसका विवरण इस अधिसूचना से संलग्न अनुसूची से विनिर्दिष्ट है प्रचालन समाप्त किया जाए।

अतः अब केन्द्रीय सरकार पेट्रोलियम पाईपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1963 के नियम 4 का स्पष्टीकरण-1 के अधीन अपेक्षानुसार उक्त अनुसूची के स्तंभ 7 में उल्लिखित तारीखों को जिला सवाई माधोपुर, राजस्थान राज्य में प्रचालन की समाप्ति की तारीख के रूप में घोषित करती है।

अनुसूची

क्र. सं.	का.आ.नं. व तारीख	ग्राम का नाम	तहसील	जिला	राज्य	प्रचालन समाप्ति की तारीख
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	2665-28.07.2005	पाँचोलास	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		खांजना डूंगर	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		जुवाड	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		नीमली कलां	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		बोरीफ	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		गम्भीरा	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		जीनापुर	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		बम्बोरी	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		खेरदा	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		जटवाड़ा खुर्द	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		ठींगला	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		करमोदा	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		लोधीपुरा	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		सूरवाल	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		घनौली	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		मखोली	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		चकरी	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		रइथा कलां	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007

(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	2665-28-7-2005	रइथा खुर्द	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		नीनोनी	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		रवांजना चौड़	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		कुस्तला	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		पंचीपल्या	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		फुसोदा	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		कानसीर	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		बाडोलास	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		कीरपुरा	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
2	578-08-02-2006	पॉचोलास	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		खेरदा	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		जटवाडा खुर्द	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		चकेरी	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		पंचीपल्या	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		दूंदरी	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		फुसोदा	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		कानसीर	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
3	579-08-02-2006	लक्ष्मीपुरा	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
4	1576-18-04-2006	दूंदरी	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
5	4924-19-12-2006	वोरीफ	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		सूरवाल	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		जटवाडा खुर्द	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		रइथा खुर्द	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		खांजना चौड़	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		कुस्तला	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		पंचीपल्या	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		फुसोदा	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		कीरपुरा	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
6	1798-21-06-2007	कुस्तला	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		चकेरी	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		फूसोदा	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007
		नीमली कलां	सवाई माधोपुर	सवाई माधोपुर	राजस्थान	30-09-2007

(2)	(3)	(4)	(5)	(6)	(7)
2004-5-08-2005	पीलवा नदी	मलारना डूंगर	सवाई माधोपुर	राजस्थान	30-09-2007
	बाढ बाँसवा नदी	मलारना डूंगर	सवाई माधोपुर	राजस्थान	30-09-2007
	चक्र बिलोली	मलारना डूंगर	सवाई माधोपुर	राजस्थान	30-09-2007
	कोशाली	मलारना डूंगर	सवाई माधोपुर	राजस्थान	30-09-2007
	एंदरा	मलारना डूंगर	सवाई माधोपुर	राजस्थान	30-09-2007
2004-9-12-2005	मकरसूदनपुरा	मलारना डूंगर	सवाई माधोपुर	राजस्थान	30-09-2007
2004-04-01-2007	मकरसूदनपुरा	मलारना डूंगर	सवाई माधोपुर	राजस्थान	30-09-2007
1804-21-06-2007	पीलवा नदी	मलारना डूंगर	सवाई माधोपुर	राजस्थान	30-09-2007
2004-18-08-2005	टटवाडा	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
	बाढ टटवाडा	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
	नारायणपुर	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
	बाढ मिलकपुर	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
	हीरापुर	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
	जयसिंहपुरा	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
	टूयोलाई	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
	ढाय	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
	बूचोलाई	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
	ऊमरी	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
	लालपुर	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
	सलेमपुर	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
	चूली	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
	मऊकलां	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
	मऊ खुर्द	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
	चक्र छावा	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
	खानपुर बड़ोदा	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
	बड़ोदा जाट	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
	टोक्सी	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
	डोब	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
	विनेगां	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
	छान	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
	उदई खुर्द	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
	सेवा	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008

(1)	(2)	(3)	(4)	(5)	(6)	(7)
11	2940-18-8-2005	शेखपुर बुजुर्ग	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
		वजीरपुर	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
		खरेडा	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
		किशोरपुर	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
		खंडीप	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
12	38-05-01-2006	किशोरपुर	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
		भालपुर	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
		बाढ़ टटवाड़ा	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
		खंडीप	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
13	3818-21-9-2006	चूली	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
		टोक्सी	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
		सलेमपुर	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
		खरेडा	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
		खानपुर बड़ोदा	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
14	3819-21-9-2006	श्यारोली	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
		वजीरपुर	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
		भालपुर	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
		चुली	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
		छान	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
		खंडीप	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
15	101-11-1-2007	बाढ़ टटवाड़ा	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
		ढाय	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
		उमरी	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
		खानपुर बड़ोदा	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
		बिनेगा	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
		सेवा	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
		किशोरपुर	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
		भालपुर	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
		खंडीप	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
		टटवाड़ा	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
		हीरापुर	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008
		चूली	गंगापुर	सवाई माधोपुर	राजस्थान	31-05-2008

New Delhi, the 3rd August, 2010

S.O. 1946.—Whereas by notification of the Government of India in the Ministry of Petroleum & Natural Gas, S.O. Nos. and dates as mentioned in the Schedule below issued under Sub-Section (i) of Section (6), Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government acquired the Right of User in the said lands specified in the schedule appended to those notification.

And whereas, in exercise of powers conferred by Sub-Section (4) of Section 6 of the said Act, the Central Government vested the right of user in the lands free from all encumbrances in the Bharat Petroleum Corporation Limited.

And whereas, the Competent Authority has made a report to the Central Government that the pipeline for the purpose of transportation of motor spirit, Superior Kerosene Oil and High Speed Diesel from Manglya in the State of Madhya Pradesh to Bijwasan in the state of Delhi has been laid in the said lands and hence the operation may be terminated in District Sawai Madhopur in the State of Rajasthan in respect of the said lands which in brief are specified in the Schedule annexed to this Notification.

Now, therefore, as required under explanation 1 of Rule 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Rules 1963, the Central Government hereby declares the dates mentioned in Column 7 of the said schedule as the dates of termination in District Sawai Madhopur the State of Rajasthan.

SCHEDULE

S.No.S.O. No. and Date	Name of Village	Tehsil	District	State	Date of Termination	
(1)	(2)	(3)	(4)	(5)	(6)	(7)
I. 2665-28-07-2005	Pancholas	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007	
	Rawanjana Dungar	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007	
	Juwad	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007	
	Nimli Kalan	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007	
	Borif	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007	
	Gambhira	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007	
	Jinapur	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007	
	Bambori	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007	
	Kherda	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007	
	Jatwada Khurd	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007	
	Thingla	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007	
	Karmoda	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007	
	Lodhipura	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007	
	Soorwal	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007	
	Dhanoli	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007	
	Makholi	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007	
	Chakeri	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007	
	Reitha Kalan	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007	
	Reitha Khurd	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007	
	Ninoni	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007	
	Rawanjana Chod	Sawai Madhopur	Sawai Madh.)pur	Rajasthan	30-09-2007	
	Kushtala	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007	

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		Panchipalya	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007
		Fusoda	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007
		Kansir	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007
		Badolas	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007
		Kirpura	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007
2	578-08-02-2006	Pancholas	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007
		Kherda	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007
		Jatwada Khurd	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007
		Chakeri	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007
		Panchipalya	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007
		Dundari	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007
		Fusoda	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007
		Kansir	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007
3	579-08-02-2006	Lakshmipura	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007
4	1576-18-04-2006	Dundari	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007
5	4924-19-12-2006	Borif	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007
		Soorwal	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007
		Jatwada Khurd	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007
		Reitha Khurd	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007
		Rawanjana Chod	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007
		Kushtala	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007
		Panchipalya	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007
		Fusoda	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007
		Kirpura	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007
6	1798-21-06-2007	Kushtala	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007
		Chakeri	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007
		Phausoda	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007
		Nimli Kalan	Sawai Madhopur	Sawai Madhopur	Rajasthan	30-09-2007
7	2764-5-08-2005	Pilwanadi	Malarna Dunger	Sawai Madhopur	Rajasthan	30-09-2007
		Badh Pilwnaadi	Malarna Dunger	Sawai Madhopur	Rajasthan	30-09-2007
		Chak Biloli	Malarna Dunger	Sawai Madhopur	Rajasthan	30-09-2007
		Kothali	Malarna Dunger	Sawai Madhopur	Rajasthan	30-09-2007
		Abra	Malarna Dunger	Sawai Madhopur	Rajasthan	30-09-2007
8.	4644-9-12-2005	Maksudanpura	Malarna Dunger	Sawai Madhopur	Rajasthan	30-09-2007
9.	25-04-01-2007	Maksudanpura	Malarna Dunger	Sawai Madhopur	Rajasthan	30-09-2007
10.	1804-21-06-2007	Pilwa nadi	Malarna Dunger	Sawai Madhopur	Rajasthan	30-09-2007

(1)	(2)	(3)	(4)	(5)	(6)	(7)
11.	2940-18-08-2005	Tatwada	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Badh Tatwada	Gangapur	Sawai M3dhopur	Rajasthan	31-05-2008
		Narayanpur	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Badh Milakpur	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Hirapur	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Jai Singhpora	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Tutolai	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Dhay	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Bucholai	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Umri	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Lalpur	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Salem pur	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Chuli	Gangapur	Sawai Madhopur	Rajasthan	31-06-2008
		Mau Kalan	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Mau Khurd	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Chak Chava	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Khanpur Badoda	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Badoda Jat	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Toksi	Gangapur	Sawai Madhopur	Rajasthan	31-05-2003
		Dob	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Binega	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Chhan	Gangapur	Sawai Madhopur	Rajasthar	31-05-2008
		Uday Khurd	Gangapur	Sawai Madhopur	Rajasthan	-31-05-2008
		Seva	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Shekhpur Bujurg	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Vazirpur	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Khareda	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Kishorpur	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Khandip	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
12-	38-05-01-2006	Toksi	Gangapur	Sawai Madhopur	Rajasthan	31-05-20013
		Binega	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Chhan	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Uday Khurd	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Seva	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Chuli	Gangapur	Sawai Madhopur	Rajasthm,	31-05-2008
		Khareda	Gangapur	Sawai MadhoplJr	Rajasthan	31-05-2008

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		Kishorpur	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Bhalpur	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Badh Tatwada	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Khandip	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
13.	381821-9-2006	Chuli	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Toksi	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Salempur	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Khareda	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Khanpur Badoda	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
14.	381921-9-2006	Shyaroli	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Vazirpur	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Bhalpur	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Chuli	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Chhan	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Khandip	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
15.	10111-1-2007	Badh Tatwada	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Dhay	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Umri	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Khanpur Badoda	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Binega	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Seva	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Kishorpur	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Bhalpur	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Khandip	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Tatwada	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Hirapur	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008
		Chuli	Gangapur	Sawai Madhopur	Rajasthan	31-05-2008

[F.No. R-31015/6/2009-OR-III]

A. GOSWAMI, Under Secy.

नई दिल्ली, 3 अगस्त, 2010

का.आ. 1947.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाईपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की नीचे दी गई अधिसूची में यथा उल्लिखित तारीखों की संख्या का.आ. द्वारा उन अधिसूचनाओं से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया था।

और केन्द्रीय सरकार ने उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमियों में सभी विल्लंगनों से मुक्त उपयोग का अधिकार भारत पेट्रोलियम कॉरपोरेशन लिमिटेड में निहित किया था।

और जबकि सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दी है कि मोटर स्प्रीट, उच्च-कोटि का मिट्टी का तेल और वेग डीजल के परिवहन के लिए भारत पेट्रोलियम कॉरपोरेशन लिमिटेड के मध्य प्रदेश राज्य स्थित मांगलया संस्थापन से दिल्ली राज्य स्थित बिजवासन संस्थापन तक उपर्युक्त भूमियों में पाईपलाईन बिछाई जा चुकी है। चूंकि राजस्थान राज्य के जिला भरतपुर में पाईपलाईन बिछाई जा चुकी है, अतः ऐसी भूमि के बारे में जिसका विवरण इस अधिसूचना से संलग्न अनुसूची से विनिर्दिष्ट है प्रचालन समाप्त किया जाए।

अतः अब केन्द्रीय सरकार पेट्रोलियम पाईपलाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1963 के नियम 4 के स्पष्टीकरण-1 के अधीन अपेक्षानुसार उक्त अनुसूची के स्तंभ 7 में उल्लिखित तारीखों को जिला भरतपुर, राजस्थान राज्य में प्रचालन की समाप्ति की तारीख के रूप में घोषित करती है।

अनुसूची

क्र. सं.	का.आ.नं. व तारीख	ग्राम का नाम	तहसील	जिला	राज्य	प्रचालन समाप्ति की तारीख
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	2674 28-07-2005	रीछोली	बयाना	भरतपुर	राजस्थान	31-05-2007
		पीलुपुरा	बयाना	भरतपुर	राजस्थान	31-05-2007
		नगला कुरवारिया	बयाना	भरतपुर	राजस्थान	31-05-2007
		नगला खटका	बयाना	भरतपुर	राजस्थान	31-05-2007
		लहचोरा कलां	बयाना	भरतपुर	राजस्थान	31-05-2007
		नारोली	बयाना	भरतपुर	राजस्थान	31-05-2007
		मिलकपुर	बयाना	भरतपुर	राजस्थान	31-05-2007
		भाग ब्रह्मवाद	बयाना	भरतपुर	राजस्थान	31-05-2007
		चहल	बयाना	भरतपुर	राजस्थान	31-05-2007
		कारवारी	बयाना	भरतपुर	राजस्थान	31-05-2007
		धाधूरेन	बयाना	भरतपुर	राजस्थान	31-05-2007
		सराय भम्बू	बयाना	भरतपुर	राजस्थान	31-05-2007
		सिचाडा	बयाना	भरतपुर	राजस्थान	31-05-2007
		सेवला	बयाना	भरतपुर	राजस्थान	31-05-2007
		सिघान खेड़ा	बयाना	भरतपुर	राजस्थान	31-05-2007
		समोगर	बयाना	भरतपुर	राजस्थान	31-05-2007
		नहरोली	बयाना	भरतपुर	राजस्थान	31-05-2007
		कोठी खेड़ा	बयाना	भरतपुर	राजस्थान	31-05-2007
		शेरगढ़	बयाना	भरतपुर	राजस्थान	31-05-2007
2.	4642 08-12-2005	संतोकपुरा	बयाना	भरतपुर	राजस्थान	31-05-2007
		सिकंदरा	बयाना	भरतपुर	राजस्थान	31-05-2007
		बांसरोली	बयाना	भरतपुर	राजस्थान	31-05-2007
3.	1360 05-04-2006	डुमरिया	बयाना	भरतपुर	राजस्थान	31-05-2007
		रीछोली	बयाना	भरतपुर	राजस्थान	31-05-2007

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		नगला कुरवारिया	बयाना	भरतपुर	राजस्थान	31-05-2007
		नगला खटका	बयाना	भरतपुर	राजस्थान	31-05-2007
		मिलकपुर	बयाना	भरतपुर	राजस्थान	31-05-2007
		लहचोरा कलां	बयाना	भरतपुर	राजस्थान	31-05-2007
		भाग ब्रह्मवाद	बयाना	भरतपुर	राजस्थान	31-05-2007
		चहल	बयाना	भरतपुर	राजस्थान	31-05-2007
		कारवारी	बयाना	भरतपुर	राजस्थान	31-05-2007
		धाधरेन	बयाना	भरतपुर	राजस्थान	31-05-2007
		सिंघाडा	बयाना	भरतपुर	राजस्थान	31-05-2007
		सेवला	बयाना	भरतपुर	राजस्थान	31-05-2007
		सिंधारन खेड़ा	बयाना	भरतपुर	राजस्थान	31-05-2007
		समोगर	बयाना	भरतपुर	राजस्थान	31-05-2007
		नहरोली	बयाना	भरतपुर	राजस्थान	31-05-2007
		कोठी खेड़ा	बयाना	भरतपुर	राजस्थान	31-05-2007
		शेरगढ़	बयाना	भरतपुर	राजस्थान	31-05-2007
4.	1361-05-04-2006	डुमरिया	बयाना	भरतपुर	राजस्थान	31-05-2007
		रीछोली	बयाना	भरतपुर	राजस्थान	31-05-2007
		नगला कुरवारिया	बयाना	भरतपुर	राजस्थान	31-05-2007
		मिलकपुर	बयाना	भरतपुर	राजस्थान	31-05-2007
		चहल	बयाना	भरतपुर	राजस्थान	31-05-2007
		कारवारी	बयाना	भरतपुर	राजस्थान	31-05-2007
		धाधरेन	बयाना	भरतपुर	राजस्थान	31-05-2007
		सिंघाडा	बयाना	भरतपुर	राजस्थान	31-05-2007
		सिंधान खेड़ा	बयाना	भरतपुर	राजस्थान	31-05-2007
		समोगर	बयाना	भरतपुर	राजस्थान	31-05-2007
		नहरोली	बयाना	भरतपुर	राजस्थान	31-05-2007
		कोठी खेड़ा	बयाना	भरतपुर	राजस्थान	31-05-2007
		शेरगढ़	बयाना	भरतपुर	राजस्थान	31-05-2007
5.	396-08-02-2007	शेरगढ़	बयाना	भरतपुर	राजस्थान	31-05-2007
		सिकंदरा	बयाना	भरतपुर	राजस्थान	31-05-2007
		नहरोली	बयाना	भरतपुर	राजस्थान	31-05-2007
		नगला खटका	बयाना	भरतपुर	राजस्थान	31-05-2007
		कारवारी	बयाना	भरतपुर	राजस्थान	31-05-2007

(1)	(2)	(3)	(4)	(5)	(6)	(7)
7.	2856-10-08-2005	शहना	रूपबास	भरतपुर	राजस्थान	30-06-2007
		जयचौली	रूपबास	भरतपुर	राजस्थान	30-06-2007
		तेहरा ब्रह्मण	रूपबास	भरतपुर	राजस्थान	30-06-2007
		कुन्देर	रूपबास	भरतपुर	राजस्थान	30-06-2007
		अंधियारी	रूपबास	भरतपुर	राजस्थान	30-06-2007
		नेकपुर	रूपबास	भरतपुर	राजस्थान	30-06-2007
		चकशहना	रूपबास	भरतपुर	राजस्थान	30-06-2007
		कैमासी	रूपबास	भरतपुर	राजस्थान	30-06-2007
		रहीमपुर	रूपबास	भरतपुर	राजस्थान	30-06-2007
		शेरीकलां	रूपबास	भरतपुर	राजस्थान	30-06-2007
		तुहिया पट्टी	रूपबास	भरतपुर	राजस्थान	30-06-2007
8.	742-24-02-2006	शहना	रूपबास	भरतपुर	राजस्थान	30-06-2007
		जयचौली	रूपबास	भरतपुर	राजस्थान	30-06-2007
		पना	रूपबास	भरतपुर	राजस्थान	30-06-2007
		तेहरा ब्रह्मण	रूपबास	भरतपुर	राजस्थान	30-06-2007
		कुन्देर	रूपबास	भरतपुर	राजस्थान	30-06-2007
		अंधियारी	रूपबास	भरतपुर	राजस्थान	30-06-2007
		नेकपुर	रूपबास	भरतपुर	राजस्थान	30-06-2007
		कैमासी	रूपबास	भरतपुर	राजस्थान	30-06-2007
		रहीमपुर	रूपबास	भरतपुर	राजस्थान	30-06-2007
		शेरी कलां	रूपबास	भरतपुर	राजस्थान	30-06-2007
		तुहिया पट्टी	रूपबास	भरतपुर	राजस्थान	30-06-2007
9.	743-24-02-2006	ककरौआ	रूपबास	भरतपुर	राजस्थान	30-06-2007
10.	2065-22-05-2006	शहना	रूपबास	भरतपुर	राजस्थान	30-06-2007
		जयचौली	रूपबास	भरतपुर	राजस्थान	30-06-2007
		तेहरा ब्रह्मण	रूपबास	भरतपुर	राजस्थान	30-06-2007
		कुन्देर	रूपबास	भरतपुर	राजस्थान	30-06-2007
		अंधियारी	रूपबास	भरतपुर	राजस्थान	30-06-2007
		नेकपुर	रूपबास	भरतपुर	राजस्थान	30-06-2007
		कैमासी	रूपबास	भरतपुर	राजस्थान	30-06-2007
		रहीमपुर	रूपबास	भरतपुर	राजस्थान	30-06-2007
		तुहियापट्टी	रूपबास	भरतपुर	राजस्थान	30-06-2007

(1)	(2)	(3)	(4)	(5)	(6)	(7)
10.	17-03-01-2007	जयचौली	रूपबास	भरतपुर	राजस्थान	30-06-2007
		अंधियारी	रूपबास	भरतपुर	राजस्थान	30-06-2007
		कुन्देर	रूपबास	भरतपुर	राजस्थान	30-06-2007
11.	2938-18-08-2005	अचलपुरा	भरतपुर	भरतपुर	राजस्थान	30-06-2007
		अड्डी	भरतपुर	भरतपुर	राजस्थान	30-06-2007
		बगधारी	भरतपुर	भरतपुर	राजस्थान	30-06-2007
		बमनपुरा	भरतपुर	भरतपुर	राजस्थान	31-05-2007
		गोलपुरा	भरतपुर	भरतपुर	राजस्थान	31-05-2007
		तुहिया	भरतपुर	भरतपुर	राजस्थान	31-05-2007
		विलौठी	भरतपुर	भरतपुर	राजस्थान	31-05-2007
		अड्डा	भरतपुर	भरतपुर	राजस्थान	31-05-2007
		धौरमुई	भरतपुर	भरतपुर	राजस्थान	31-05-2007
		गुंडवा	भरतपुर	भरतपुर	राजस्थान	31-05-2007
		पार	भरतपुर	भरतपुर	राजस्थान	31-05-2007
		अठेरा	भरतपुर	भरतपुर	राजस्थान	31-05-2007
		पुरवारा	भरतपुर	भरतपुर	राजस्थान	31-05-2007
		टोंटपुर	भरतपुर	भरतपुर	राजस्थान	31-05-2007
13.	450-01-02-2006	नगला बन्ध	भरतपुर	भरतपुर	राजस्थान	31-05-2007
		नगला विलौठी	भरतपुर	भरतपुर	राजस्थान	31-05-2007
14.	451-01-02-2006	बगधारी	भरतपुर	भरतपुर	राजस्थान	31-05-2007
		कस्बा भरतपुर चक नं. 2	भरतपुर	भरतपुर	राजस्थान	31-05-2007
		जधीना 1	भरतपुर	भरतपुर	राजस्थान	31-05-2007
		विलौठी	भरतपुर	भरतपुर	राजस्थान	31-05-2007
		पार	भरतपुर	भरतपुर	राजस्थान	31-05-2007
		अठेरा	भरतपुर	भरतपुर	राजस्थान	31-05-2007
		बमनपुरा	भरतपुर	भरतपुर	राजस्थान	31-05-2007
15.	1574-17-04-2006	कस्बा भरतपुर चक नं.- 2	भरतपुर	भरतपुर	राजस्थान	31-05-2007
		जधीना 1	भरतपुर	भरतपुर	राजस्थान	31-05-2007
		सेवर कलां	भरतपुर	भरतपुर	राजस्थान	31-05-2007
16.	1575-17-04-2006	विलौठी	भरतपुर	भरतपुर	राजस्थान	31-05-2007

(1)	(2)	(3)	(4)	(5)	(6)	(7)
17.	385-05-02-2007	टोंटपुर	भरतपुर	भरतपुर	राजस्थान	31-05-2007
		तुहिया	भरतपुर	भरतपुर	राजस्थान	31-05-2007
		गुंडवा	भरतपुर	भरतपुर	राजस्थान	31-05-2007
		सेवर कलां	भरतपुर	भरतपुर	राजस्थान	31-05-2007
		धौरमुई	भरतपुर	भरतपुर	राजस्थान	31-05-2007
		कस्बा भरतपुर चक नं.- 2	भरतपुर	भरतपुर	राजस्थान	31-05-2007
		विलौठी	भरतपुर	भरतपुर	राजस्थान	31-05-2007
		जधीना ।	भरतपुर	भरतपुर	राजस्थान	31-05-2007
		अड्डी	भरतपुर	भरतपुर	राजस्थान	31-05-2007
		पार	भरतपुर	भरतपुर	राजस्थान	31-05-2007
18.	2510-07-07-2005	बुरावई	कुम्हेर	भरतपुर	राजस्थान	10-12-2006
		उबार	कुम्हेर	भरतपुर	राजस्थान	10-12-2006
		सान्तरुक	कुम्हेर	भरतपुर	राजस्थान	10-12-2006
19.	1357-04-04-2006	बुरावई	कुम्हेर	भरतपुर	राजस्थान	10-12-2006
		उबार	कुम्हेर	भरतपुर	राजस्थान	10-12-2006
		सान्तरुक	कुम्हेर	भरतपुर	राजस्थान	10-12-2006
20.	1358-4-4-2006	बुरावई	कुम्हेर	भरतपुर	राजस्थान	10-12-2006
		उबार	कुम्हेर	भरतपुर	राजस्थान	10-12-2006
		सान्तरुक	कुम्हेर	भरतपुर	राजस्थान	10-12-2006
21.	3633-7-9-2006	सान्तरुक	कुम्हेर	भरतपुर	राजस्थान	10-12-2006

[फा. सं. आर-31015/6/2009-ओ आर-11]

ए. गोस्वामी, अवर सचिव

New Delhi, the 3rd August, 2010

S.O. 1947.—Whereas by notification of the Government of India in the Ministry of Petroleum & Natural Gas, S.O. Nos. and dates as mentioned in the Schedule below issued under Sub-Section (i) of Section (6), Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government acquired the Right of User in the said lands specified in the schedule appended to those notification.

And whereas, in exercise of powers conferred by Sub-Section (4) of Section 6 of the said Act, the Central Government vested the right of user in the lands free from all encumbrances in the Bharat Petroleum Corporation Limited.

And whereas, the Competent Authority has made a report to the Central Government that the pipeline for the purpose of transportation of motor sprit, Superior Kerosene Oil and High Speed Diesel from Manglya in the State of Madhya Pradesh to Bijwasan in the state of Delhi has been laid in the said lands and hence the operation may be terminated in District Bharatpur in the State of Rajasthan in respect of the said lands which in brief are specified in the Schedule annexed to this Notification.

Now, therefore, as required under explanation 1 of Rule 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Rules 1963, the Central Government hereby declares the dates mentioned in Column 7 of the said schedule as the dates of termination in District Bharatpur the State of Rajasthan.

SCHEDULE

S.No.	S.O. No. and Date	Name of Village	Tehsil	District	State	Date of Termination
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	2674-28-07-2005	Richholi	Bayana	Bharatpur	Rajasthan	31-05-2007
		Pilupura	Bayana	Bharatpur	Rajasthan	31-05-2007
		Nagla Kurvariya	Bayana	Bharatpur	Rajasthan	31-05-2007
		Nagla Khatka	Bayana	Bharatpur	Rajasthan	31-05-2007
		Lahchora Kalan	Bayana	Bharatpur	Rajasthan	31-05-2007
		Naroli	Bayana	Bharatpur	Rajasthan	31-05-2007
		Milakpur	Bayana	Bharatpur	Rajasthan	31-05-2007
		Bhag Brahmavad	Bayana	Bharatpur	Rajasthan	31-05-2007
		Chahal	Bayana	Bharatpur	Rajasthan	31-05-2007
		Karvari	Bayana	Bharatpur	Rajasthan	31-05-2007
		Dhadhren	Bayana	Bharatpur	Rajasthan	31-05-2007
		Sarai Bhambu	Bayana	Bharatpur	Rajasthan	31-05-2007
		Singhada	Bayana	Bharatpur	Rajasthan	31-05-2007
		Sewla	Bayana	Bharatpur	Rajasthan	31-05-2007
		Singhan Kheda	Bayana	Bharatpur	Rajasthan	31-05-2007
		Samogarh	Bayana	Bharatpur	Rajasthan	31-05-2007
		Nahroli	Bayana	Bharatpur	Rajasthan	31-05-2007
		Kothi Kheda	Bayana	Bharatpur	Rajasthan	31-05-2007
		Shergarh	Bayana	Bharatpur	Rajasthan	31-05-2007
2.	4642-08-12-2005	Santokpura	Bayana	Bharatpur	Rajasthan	31-05-2007
		Sikandra	Bayana	Bharatpur	Rajasthan	31-05-2007
		Bansroli	Bayana	Bharatpur	Rajasthan	31-05-2007
3.	1360-05-04-2006	Dumariya	Bayana	Bharatpur	Rajasthan	31-05-2007
		Richholi	Bayana	Bharatpur	Rajasthan	31-05-2007
		Nagla Kurvariya	Bayana	Bharatpur	Rajasthan	31-05-2007
		Nagla Khatka	Bayana	Bharatpur	Rajasthan	31-05-2007
		Milakpur	Bayana	Bharatpur	Rajasthan	31-05-2007
		Lahchora Kalan	Bayana	Bharatpur	Rajasthan	31-05-2007
		Bhag Brahmavad	Bayana	Bharatpur	Rajasthan	31-05-2007
		Chahal	Bayana	Bharatpur	Rajasthan	31-05-2007
		Karvari	Bayana	Bharatpur	Rajasthan	31-05-2007
		Dhadhren	Bayana	Bharatpur	Rajasthan	31-05-2007
		Singhada	Bayana	Bharatpur	Rajasthan	31-05-2007

(1)	(2)	(3)	(4)	(5)	(6)	(7)
3.	1360-05-04-2006	Sewla	Bayana	Bharatpur	Rajasthan	31-05-2007
		Singhan Kheda	Bayana	Bharatpur	Rajasthan	31-05-2007
		Samogarh	Bayana	Bharatpur	Rajasthan	31-05-2007
		Nahroli	Bayana	Bharatpur	Rajasthan	31-05-2007
		Kothi Kheda	Bayana	Bharatpur	Rajasthan	31-05-2007
		Shergarh	Bayana	Bharatpur	Rajasthan	31-05-2007
4.	1361-05-04-2006	Dumariya	Bayana	Bharatpur	Rajasthan	31-05-2007
		Richholi	Bayana	Bharatpur	Rajasthan	31-05-2007
		Nagla Kurvariya	Bayana	Bharatpur	Rajasthan	31-05-2007
		Milakpur	Bayana	Bharatpur	Rajasthan	31-05-2007
		Chahal	Bayana	Bharatpur	Rajasthan	31-05-2007
		Karvari	Bayana	Bharatpur	Rajasthan	31-05-2007
		Dhadhren	Bayana	Bharatpur	Rajasthan	31-05-2007
		Singhada	Bayana	Bharatpur	Rajasthan	31-05-2007
		Singhan Kheda	Bayana	Bharatpur	Rajasthan	31-05-2007
		Samogarh	Bayana	Bharatpur	Rajasthan	31-05-2007
		Nahroli	Bayana	Bharatpur	Rajasthan	31-05-2007
		Kothi Kheda	Bayana	Bharatpur	Rajasthan	31-05-2007
		Shergarh	Bayana	Bharatpur	Rajasthan	31-05-2007
5.	396-08-02-2007	Shergarh	Bayana	Bharatpur	Rajasthan	31-05-2007
		Sikandra	Bayana	Bharatpur	Rajasthan	31-05-2007
		Nahroli	Bayana	Bharatpur	Rajasthan	31-05-2007
		Nagla Khatka	Bayana	Bharatpur	Rajasthan	31-05-2007
		Karvari	Bayana	Bharatpur	Rajasthan	31-05-2007
6.	2856-10-08-2005	Shahna	Roopbas	Bharatpur	Rajasthan	30-06-2007
		Jaichauli	Roopbas	Bharatpur	Rajasthan	30-06-2007
		Tehra Brahman	Roopbas	Bharatpur	Rajasthan	30-06-2007
		Kunder	Roopbas	Bharatpur	Rajasthan	30-06-2007
		Andhiyari	Roopbas	Bharatpur	Rajasthan	30-06-2007
		Nekpur	Roopbas	Bharatpur	Rajasthan	30-06-2007
		Chakshahna	Roopbas	Bharatpur	Rajasthan	30-06-2007
		Kaimasi	Roopbas	Bharatpur	Rajasthan	30-06-2007
		Rahimpur	Roopbas	Bharatpur	Rajasthan	30-06-2007
		Sheri Kalan	Roopbas	Bharatpur	Rajasthan	30-06-2007
		Tuhia Patti	Roopbas	Bharatpur	Rajasthan	30-06-2007
		Kanjoli	Roopbas	Bharatpur	Rajasthan	30-06-2007

(1)	(2)	(3)	(4)	(5)	(6)	(7)
7.	742-24-02-2006	Shahna	Roopbas -	Bharatpur	Rajasthan	30-06-2007
		Jaichauli	Roopbas	Bharatpur	Rajasthan	30-06-2007
		Pana	Roopbas	Bharatpur	Rajasthan	30-06-2007
		Tehra Brahman	Roopbas	Bharatpur	Rajasthan	30-06-2007
		Kunder	Roopbas	Bharatpur	Rajasthan	30-06-2007
		Andhiyari	Roopbas	Bharatpur	Rajasthan	30-06-2007
		Nekpur	Roopbas	Bharatpur	Rajasthan	30-06-2007
		Kaimasi	Roopbas	Bharatpur	Rajasthan	30-06-2007
		Rahimpur	Roopbas	Bharatpur	Rajasthan	30-06-2007
		Sheri Kalan	Roopbas	Bharatpur	Rajasthan	30-06-2007
		Tuhia Patti	Roopbas	Bharatpur	Rajasthan	30-06-2007
8.	743-24-02-2006	Kakroua	Roopbas	Bharatpur	Rajasthan	30-06-2007
9.	2065-22-05-2006	Shahna	Roopbas	Bharatpur	Rajasthan	30-06-2007
		Jaichauli	Roopbas	Bharatpur	Rajasthan	30-06-2007
		Tehra Brahman	Roopbas	Bharatpur	Rajasthan	30-06-2007
		Kunder	Roopbas	Bharatpur	Rajasthan	30-06-2007
		Andhiyari	Roopbas	Bharatpur	Rajasthan	30-06-2007
		Nekpur	Roopbas	Bharatpur	Rajasthan	30-06-2007
		Kaimasi	Roopbas	Bharatpur	Rajasthan	30-06-2007
		Rahimpur	Roopbas	Bharatpur	Rajasthan	30-06-2007
		Tuhia Patti	Roopbas	Bharatpur	Rajasthan	30-06-2007
10.	17-03-01-2007	Jaichauli	Roopbas	Bharatpur	Rajasthan	30-06-2007
		Andhiyari	Roopbas	Bharatpur	Rajasthan	30-06-2007
		Kunder	Roopbas	Bharatpur	Rajasthan	30-06-2007
11.	2938-18-08-2005	Achalpura	Bharatpur	Bharatpur	Rajasthan	31-05-2007
		Addi	Bharatpur	Bharatpur	Rajasthan	31-05-2007
		Bagdhfari	Bharatpur	Bharatpur	Rajasthan	31-05-2007
		Bamanpura	Bharatpur	Bharatpur	Rajasthan	31-05-2007
		Golpura	Bharatpur	Bharatpur	Rajasthan	31-05-2007
		Tuhiya	Bharatpur	Bharatpur	Rajasthan	31-05-2007
		Vilothi	Bharatpur	Bharatpur	Rajasthan	31-05-2007
		Adda	Bharatpur	Bharatpur	Rajasthan	31-05-2007
		Dhormuei	Bharatpur	Bharatpur	Rajasthan	31-05-2007
		Gundva	Bharatpur	Bharatpur	Rajasthan	31-05-2007
		Par	Bharatpur	Bharatpur	Rajasthan	31-05-2007
		Athera	Bharatpur	Bharatpur	Rajasthan	31-05-2007
		Murvara	Bharatpur	Bharatpur	Rajasthan	31-05-2007
		Tontpur	Bharatpur	Bharatpur	Rajasthan	31-05-2007

(1)	(2)	(3)	(4)	(5)	(6)	(7)
12.	450-01-02-2006	Nagla Bandh	Bharatpur	Bharatpur	Rajasthan	31-05-2007
		Nagla Vilothe	Bharatpur	Bharatpur	Rajasthan	31-05-2007
13.	451-01-02-2006	Bagdhari	Bharatpur	Bharatpur	Rajasthan	31-05-2007
		Kasba Bharatpur Chak No. 2	Bharatpur	Bharatpur	Rajasthan	31-05-2007
		Jaghina I	Bharatpur	Bharatpur	Rajasthan	31-05-2007
		Vilothe	Bharatpur	Bharatpur	Rajasthan	31-05-2007
		Par	Bharatpur	Bharatpur	Rajasthan	31-05-2007
		Athera	Bharatpur	Bharatpur	Rajasthan	31-05-2007
		Bamanpura	Bharatpur	Bharatpur	Rajasthan	31-05-2007
14.	1574-17-04-2006	Kasba Bharatpur Chak No. 2	Bharatpur	Bharatpur	Rajasthan	31-05-2007
		Jaghina I	Bharatpur	Bharatpur	Rajasthan	31-05-2007
		Sewar kalan	Bharatpur	Bharatpur	Rajasthan	31-05-2007
15.	1575-17-04-2006	Vilothe	Bharatpur	Bharatpur	Rajasthan	31-05-2007
16.	385--05-02-2007	Tontpur	Bharatpur	Bharatpur	Rajasthan	31-05-2007
		Tuhiya	Bharatpur	Bharatpur	Rajasthan	31-05-2007
		Gundva	Bharatpur	Bharatpur	Rajasthan	31-05-2007
		Sewar Kalan	Bharatpur	Bharatpur	Rajasthan	31-05-2007
		Dhormuei	Bharatpur	Bharatpur	Rajasthan	31-05-2007
		Kasba Bharatpur	Bharatpur	Bharatpur	Rajasthan	31-05-2007
		Chak No. 2				
17.	385-Contd.	Vilothe	Bharatpur	Bharatpur	Rajasthan	31-05-2007
		Jaghina I	Bharatpur	Bharatpur	Rajasthan	31-05-2007
		Addi	Bharatpur	Bharatpur	Rajasthan	31-05-2007
		Par	Bharatpur	Bharatpur	Rajasthan	31-05-2007
18.	2510-07-07-2005	Buravai	Kumher	Bharatpur	Rajasthan	10-12-2006
		Ubar	Kumher	Bharatpur	Rajasthan	10-12-2006
		Santruk	Kumher	Bharatpur	Rajasthan	10-12-2006
19.	1357-04-04-2006	Buravai	Kumher	Bharatpur	Rajasthan	10-12-2006
		Ubar	Kumher	Bharatpur	Rajasthan	10-12-2006
		Santruk	Kumher	Bharatpur	Rajasthan	10-12-2006
20.	1358-4-4-2006	Buravai	Kumher -	Bharatpur	Rajasthan	10-12-2006
		Ubar	Kumher	Bharatpur	Rajasthan	10-12-2006
		Santruk	Kumher	Bharatpur	Rajasthan	10-12-2006
21.	3633-7-9-2006	Santruk	Kumher	Bharatpur	Rajasthan	10-12-2006

शुद्धि-पत्र

नई दिल्ली, 3 अगस्त, 2010

का.आ. 1948.—क्योंकि, भारत सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 2 के खण्ड (क) के अनुसरण में, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की दिनांक 15-9-2007 को प्रकाशित अधिसूचना संख्या का.आ. 2596 दिनांक 10-9-2007 के साथ पठित दिनांक 11-4-2009 को प्रकाशित अधिसूचना संख्या का.आ. 868 दिनांक 6-4-2009 (जिसे इसके पश्चात् उक्त अधिसूचना कहा गया है) के द्वारा उसके अन्तर्गत दी गई सारिणी में वर्णित 3 (तीन) व्यक्तियों को, उड़ीसा राज्य के सभी जिलों में विभिन्न उपभोक्ताओं को वितरण करने के लिए, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड (रिलॉग), जिसका रजिस्ट्रीकृत कार्यालय भूतल, 'चित्रकूट,' श्रीराम मिल्स परिसर, गणपतराव कदम मार्ग, वोर्ली, मुम्बई (महाराष्ट्र) में हैं, के द्वारा प्राकृतिक गैस के परिवहन के लिए काकीनाडा-वासुदेवपुर-हावड़ा पाइपलाइन बिछाने के लिए उक्त अधिनियम के अधीन सक्षम प्राधिकारियों के कृत्यों का पालन करने के लिए नियुक्त किया था;

और क्योंकि उक्त अधिसूचना में, श्री ब्रज किशोर पाण्डा, प्राधिकृत सक्षम अधिकारी का नाम गलती से श्री ब्रज सुन्दर पाण्डा कहा गया है;

अतः अब, भारत सरकार, उक्त अधिनियम की धारा 2 के खण्ड (क) के अनुसरण में, निर्देश देती है कि उक्त अधिसूचना संख्या का.आ. 868 दिनांक 6-4-2009 में निम्नांकित संशोधन किया जाता है :-

अधिसूचना में दी गई सारिणी में कॉलम (1) के नीचे आइटम 3 में "श्री ब्रज सुन्दर पाण्डा" के स्थान पर "श्री ब्रज किशोर पाण्डा" पढ़ा जाए ।

[फा. सं. एल.-14014/24/2008-जी.पी.]

के. के. शर्मा, अवर सचिव

CORRIGENDUM

New Delhi, the 3rd, August, 2010

S.O. 1948.—Whereas in pursuance of clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter called the said Act), the Government of India in the Ministry of Petroleum and Natural Gas Notification No. S.O. 868 dated 06.04.2009 (published on 11-04-2009) read with their Notification No. S.O. 2596 dated 10-09-2007 (published on 15-09-2007), authorized 03 (Three) persons mentioned in column (1) of the Table given there under to perform the functions of the Competent Authorities under the said Act for laying of Kakinada-Basudebpur Howrah Pipeline by M/s. Relogistics Infrastructure Limited (RELOG), having its Registered Office at Ground Floor, 'Chitrakoot', Sriram Mills Premises, Ganpat Rao Kadam Marg, Worli, Mumbai-400 013 (Maharashtra) for transportation of natural gas for distribution to various consumers in respect of the areas in all the districts of Orissa State;

And whereas, the name of Shri Braja Kishore Panda, thereby appointed as a Competent Authority, has been erroneously stated as Shri Braja Sunder Panda by typographical mistake in the aforesaid Gazette notification;

Now, therefore, in pursuance of clause (a) of Section 2 of the said Act, the Government of India hereby directs that the notification No. S.O. 868 dated 06-04-2009 may be amended in the manner specified hereunder :—

Read "Shri Braja Kishore Panda" for "Shri Braja Sunder Panda" against item 3 under column (1) of Table below the notification.

[F. No. R-14014/24/2008-GP]

K. K. SHARMA, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 5 जुलाई, 2010

का.आ. 1949.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एच पी सी एल बोटलिंग प्लांट, पुणे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, पुणे के पंचाट (संदर्भ संख्या 5/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-7-2010 को प्राप्त हुआ था।

[सं. एल-30012/3/2007-आईआर(एम)]

कमल बाखरू, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 5th July, 2010

S.O. 1949.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 5/2007) of the Central Government Industrial Tribunal, Pune now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of H P C L Bottling Plant, Pune and their workman, which was received by the Central Government on 5-7-2010.

[No. L-30012/3/2007-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE**BEFORE SHRI SHRIKANT K. DESHPANDE,
INDUSTRIAL TRIBUNAL MAHARASHTRA AT PUNE****Reference (IT) No. 5 of 2007**

M/s. HPCL Bottling Plant,
Village- Mahalunge Ingale, Chakan,
Talegaon Road,
Chakan - 410 501

... First Party

AND

Shri K.P. Shingade,
Jaiprakash Apt. Jai Malanagar,
Old Sanghvi,
Pune- 411 027

... Second Party

In the matter of reinstatement**CORAM: Shri Shrikant K. Deshpande, Member****APPEARANCES**

Shri A. K. Gupte, Advocate for first party

Shri M. I. Pathan, Advocate for Second party

AWARD

Delivered on 22-4-2010

This is a Reference made by the Ministry of Labour,
Government of India, New Delhi vide its order dtd 1-6-07,

in exercise of powers under Section-10 Sub-Sec. 2A of the Industrial Disputes Act, 1947 and referred the dispute in relation to the reinstatement between HPCL Bottling Plant, Chakan, Pune (first party) and K. P. Shingade (second party) in respect of demand specified in Schedule to the Reference.

2. According to the second party he was appointed as a Filler at Loni Kalbhor plant of the first party on 20-1-87, transferred on request in June 2004 to HPCL Bottling Plant at Chakan, Pune and worked as a Plant operator with the first party. He was served with the charge sheet dtd. 17-3-04 for the misconduct of remaining absent from duty for 203 days during January 2001 to 2003, domestic enquiry was initiated against him for the charges levelled in the charge sheet. The second party added that, period of absence of 2002 to 2003 was regularized by letters dtd. 28-7-03 & 19-11-03 and 46 days he was admitted in the hospital and though he was warned and cautioned for absenteeism of 99 days still that period was also considered for punishment & thereby subjected to double punishment for minor lapses.

The second party further added that, though the first party conducted the enquiry for the charges levelled in the charge sheet however during enquiry he was not paid subsistence allowance, there was no reference of any documents nor witnesses of management and witnesses were not examined by the management during enquiry. The enquiry report was in English language and not language known to second party, the whole enquiry was conducted in violation of the principles of natural justice. The findings drawn by the enquiry officer is not based on the material available on record therefore perverse. The second party also added that, the first party has not taken into consideration the total length of service and awarded the punishment of discharge however such punishment shocks to the conscious of court and the same is not justified. Lastly the second party urged that enquiry proceedings suffered from several infirmities and punishment imposed is not commensurate with the gravity of the guilt thus the second party prays for reinstatement with continuity of service with back wages by answering the reference in the affirmative.

3. The first party resisted the claim of the second party by reply Exh.C-9. The first party contended that the government has referred the dispute regarding termination of services of second party dtd. 1-6-2000 however there is no termination of the second party on 1-6-2000 and the services of the second party are terminated w.e.f. 8-12-05. As the termination dtd. 8-12-05 is not under challenge hence the present reference is not tenable under law.

In the alternative the first party contended that, the second party remained absent for 203 days during 2001 to 2003 therefore he was served with the charge sheet dtd. 17-3-04, the charges were denied by reply dtd. 20-3-04 hence

regular domestic enquiry was conducted for the charges levelled in the charge sheet by appointing independent enquiry officer. During the course of enquiry the second party admitted the charges levelled against him and through desired to produce the document but failed. Thereafter the enquiry officer submitted his findings on 15-10-05 holding the second party guilty for the misconduct. The copy of enquiry officer's report was served alongwith letter dtd. 21-10-05 but no comments were offered and considering the past service record it was not desirable to continue the second party in the employment hence his services were came to be discharged by order dtd. 8-12-05. Lastly the first party urged that, during enquiry full opportunity was given to the second party and enquiry conducted against the second party is fair & proper and there was no double punishment as alleged by the second party, thus the discharge is legal & justified and the second party is not entitled for any relief as prayed and requested that reference be answered in the negative.

4. I have framed the following issues at Exh.6—

ISSUES

- (1) Whether the present Reference is tenable under law?
- (2) Does the second party proves that the enquiry conducted against him on the charge sheet dtd. 17-3-04 is in utter disregard to the principles of natural justice.
- (3) Whether the findings of the enquiry officer is perverse?
- (4) If yes, whether the first party proves the misconduct of second party before the court?
- (5) Whether the awarded punishment is shockingly disproportionate?
- (6) Whether the order of discharge is legal & justified?
- (7) Whether the second party is entitled for relief as prayed?
- (8) In what manner the reference is answered?

My findings to the above issues are as below :—

FINDINGS

- (1) Yes
- (2) No
- (3) No
- (4) Does not survive
- (5) No
- (6) Yes
- (7) No
- (8) As per following award.

The above findings is for the following reasons:

REASONS

5. Issue Nos. 1, 2 & 3 : On request of both the parties these issues are taken for decision as preliminary issues and after hearing the parties, this court vide its order dtd. 10-11-09 observed that the Reference is tenable under law, the enquiry conducted against the second party is not in utter disregard to the principles of natural justice and the findings of the enquiry officer is not perverse, hence I answer these Issues accordingly.

6. Issue No. 4 : As I answered the Issues No.2 & 3 regarding procedural aspect of enquiry and finding in the negative this Issue does not survive, hence I answer this Issue accordingly.

7. Issue Nos. 5 & 6 : Both these issues are pertaining to the punishment therefore are answered together. Both the parties have not adduced any oral evidence on these issues before the court and filed pursis to that effect Exh. U-13 & C-12 respectively.

It has sufficiently come on record that during January 2001 to November 2001 the second party remained absent for 58 days i.e. 14 days in January, 5 days in February, 6 days in March, 4 days in April, 5 days in May, 4 days in June, 3 days in July, 4 days each in August, September & October and 5 days in November. Similarly the second party remained absent for 58 days in 2002 i.e. one day in January, 6 days in March, 8 days in April, 5 days in June, 4 days in July and 14 days in November. The second party also remained absent for 107 days during January 2003 to December 2003 i.e. one day in January, 6 days in March, 7 days in April, 8 days in June, 5 days in July, 7 days in September, 30 days in October, 26 days in November and 17 days in December 2003. From the above description it seems that, during 2001 to 2003, the second party remained absent in almost every month and duration of absence was ranging from 4 days to 30 days. This fact has been fairly admitted by the second party during enquiry which was conducted against him therefore there is no hitch to accept that the absenteeism of the second party was habitual in nature and if we considered the period of absence of the second party in November and December 2008 then it is certainly absence without leave for more than 21 consecutive days. In such circumstances the nature of proved misconduct of second party cannot be said to be minor in nature and for such misconduct the awarded punishment of discharge is certainly not disproportionate.

8. It further reveals that, even after issuance of charge sheet also the second party remained absent unauthorizedly for 153 days during June 2004 to October 2005 without any just and sufficient explanation. True it is that for those misconducts the second party was not served with the charge sheet therefore no punishment can be

awarded for that period of absenteeism however this aspect of remaining absent from duties is certainly relevant and necessary for deciding the quantum of punishment awarded to the second party.

9. Though it is contended on behalf of the second party that during this period the second party was hospitalized for medical treatment, therefore he could not attend the duties regularly however the second party could not justify the same before court. Moreover it reveals from the copy of medical certificate available on record that the second party was hospitalized only during 5-10-03 to 10-11-03 therefore it will be unsafe to say that the second party remained absent from duties due to medical ground or reasons.

10. Much is argued on behalf of the second party that, during that period the mental condition of the second party was disturbed as there was an incidence of outaging the modesty of his wife by gunda and due to that he was irregular in attending the duties, however it seems that the so called incident was occurred in the year 1997 and the alleged absenteeism was of 2001 to 2003 therefore I do not think that the absenteeism is because of the mental condition of the second party. Even otherwise also the period of absenteeism was not continuous but it was frequent. It means during the period other than absenteeism the second party was fit to perform the duty and he could have sought necessary permission for leave but unfortunately it was not done there is no explanation much less sufficient for not seeking permission to remain absent, therefore it cannot be said that the absence of the second party is due to mental condition and the same is for justified reasons.

11. It is also contended on behalf of the second party that, for the similar misconducts the second party was already punished and his salary was also deducted therefore awarding punishment of discharge for the same misconduct amounts to double punishment. As against that it is contended on behalf of the first party that, previously the second party was never punished for said misconduct and the second party was not present for duties in those days therefore he was not given salary and it does not amounts to double punishment.

I have given anxious consideration to the oral submissions of the parties in the light of various copies of documents available on record. On careful perusal of the letters dtd. 28-7-03 and 19-11-03 it reveals that by these letters the second party was cautioned about his absenteeism and he was also warned that he should not remain absent from duties in future, however it does not amount to punishment. I may be giving warning for action in case of absenteeism in future but not punishment. Similarly as the second party did not report for duty nor obtained necessary permission for that absence therefore he was not entitled for salary/wages for that period thus

the deduction of wages does not amounts to punishment and it cannot be said that, the second party was punished double for the same misconduct. The contention of the second party about double punishment is baseless and cannot be accepted.

From the above discussion it is certain that the nature of proved misconduct is not minor and technical in nature. There are no sufficient and justified reasons for remaining absent from duties for 203 days during 2001 to 2003 and considering the nature of proved misconduct and also coupled with subsequent absenteeism, which was nowhere denied by the second party and in absence of double punishment as alleged by the second party, I do not think that, the awarded punishment of discharge is shockingly disproportionate or unjustified but the order of discharge appears to be justified, hence I answer these issues in the negative & affirmative respectively.

12. Issue No. 7 : I have observed earlier that, the Reference as framed is tenable under law, however the enquiry conducted against the second party on the charge sheet dtd. 17-3-04 is not in utter disregard to the principles of natural justice, the findings of enquiry officer is not at all perverse and the awarded punishment of discharge is not shockingly disproportionate nor unjustified, moreover the order of discharge is justified, therefore the second party is not entitled for relief as prayed.

I have also gone through the various decision of Supreme Court & Bombay High Court in Life Insurance Corporation of India V/s. R. Dhandapani, 2006-1-CLR-32-(SC); M/s. L & T Kornatsu Ltd. V/s. N. Udaykumar, 2008-LIC-415; and NRC Ltd. V/s. NRC Employees Union, 2001-III-CLR-286-(BHC). All these decisions are under Sec-11-A of the I.D. Act, in which the employee was punished for the misconduct of absenteeism and the Lower Court intervened in the order of punishment, however by setting aside the orders of the Lower Court it has been observed that, the exercise of discretion by the Labour Court U/s. 11-A was not judicious proper and Lower Courts erred in interfering the punishment of dismissal and thereby the orders of Lower Court are unjustified. In the instant case also I have observed earlier that the order of discharge awarded to the second party is justified and not at all unjustified or disproportionate, therefore considering the proved misconduct coupled with the decisions discussed above I am not inclined to interfere in the order of discharge awarded by the first party, therefore the second party is not entitled for relief as prayed, hence I answer this Issue in the negative.

In the result I proceed to pass the following Award.

AWARD

1. The Reference is rejected with no order as to costs.

2. The second party is not entitled for any relief as prayed.

3. Copies be sent to the appropriate authorities.

Pune:

Date: 22-4-2010

SHRIKANT K. DESHPANDE, Industrial Tribunal

नई दिल्ली, 5 जुलाई, 2010

का.आ. 1950.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अंकुर माईनिंग प्रा. लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जयपुर के पंचाट (संदर्भ संख्या 32/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-7-2010 को प्राप्त हुआ था।

[सं. एल-29012/47/2006-आईआर (एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 5th July, 2010

S.O. 1950.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 32/2007) of the Central Government Industrial Tribunal/Labour Court, Jaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Ankur Mining Pvt. Ltd., and their workmen, which was received by the Central Government on 5-7-2010.

[No. L-29012/47/2006-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT JAIPUR

PRESENT

N. K. PUROHIT, Presiding Officer

I.D. 32/2007

Reference No. L-29012/47/2006-IR (M)

dated: 14-5-2007

BETWEEN

Shri Puranmal, S/o Shri Kanhaiya Lal,
R/o Falodi Quari,
Q.No.239/400,
Tehsil Khandar,
Sawai Madhopur (Rajasthan)

AND

The Manager
Ankur Mining Pvt. Ltd.,
Gehlot Bhawan, New Colony
Near Panch Batti,
Jaipur

AWARD

31-5-2010

1. The Central Government in exercise of the powers conferred under clause D of Sub Section 1 & 2 (A) of Section 10 of the Industrial Disputes Act 1947 has referred the following Industrial dispute to this tribunal for adjudication which is as under:—

“Whether the action of the management of M/s Ankur Mining Pvt. Ltd., Jaipur in terminating the services of Sh. Puranmal, Driver, at Sonu Mines, Jaisalmer w.e.f. 4-2-2005 is legal and justified? If not, what relief the workman is entitled to and from which date?”

2. Pursuant to the receipt of the reference the registered notices were issued to both the parties and on behalf of the non-applicant its representative put her appearance before the tribunal. The A.D. of the registered notice issued to the workman has been returned after personal service upon the workman Puranmal. On careful perusal, it is found that the address written on the copy of notice is similar to that of address mentioned in the reference. Even the Central Government has issued the notice to the workman with a direction to the claimant to file the statement of claim along with relevant documents, list of witness with the tribunal within 15 days of the receipt of the order of reference. But the workman has not appeared to file his statement of claim. It shows that the workman is not willing to plead his claim.

3. In reference under adjudication the question under consideration is whether the alleged action of the management in terminating the services of the workman is not valid & justified. Initial burden to prove this was on the claimant but he has neither appeared nor filed any claim despite service of notice upon him.

4. It is well settled that if a party challenges the legality of an order or action of the management, the burden lies upon him to prove the illegality of the order or alleged action & if no evidence is produced, the party invoking jurisdiction of the court must fail. Since the industrial dispute was raised by the workman, it was incumbent for the workman to have appear & file his statement of claim for alleged unjustified action of the opposite party in compliance of the direction given in reference order. But he has not adduced any material on record on the basis of which it can be said that alleged action of the opposite party was unjustified or illegal.

Resultantly, the reference under adjudication is answered in negative against the workman and in favour of the opposite party. The alleged action of the management of the opposite party cannot be said to be unjustified or illegal.

Award as above.

A copy of the award be sent to the Central Government for publication under Section 17 (1) of the Act.

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 5 जुलाई, 2010

सं. आ. 1951.—औद्योगिक विवाद अधिनियम, 1947 के अनुसूची 1 की भाग 17 के अनुसार में, केन्द्रीय सरकार द्वारा 'पोर्ट ट्रस्ट' के प्रबंधन के संबद्ध नियोजकों और उनके कामगारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय औद्योगिक अधिकरण/प्रम प्रयाताय मुम्बई के माता (संदर्भ सं. एल-31011/2/2000-आईआर (एन)) को प्रकाशित करती है, जो केन्द्रीय न्यायिक न्यायाधीशों के माध्यम से है।

[सं. एल-31011/2/2000-आईआर (एन)]

कमल बाखरु, हेल्ड अधिकारी

New Delhi, the 5th July, 2010

5.13. 1951.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/2001) of the Central Government Industrial Tribunal/Labour Court for the Central now as shown in the Annexure in the dispute between the employers in relation to the management of Mumbai Port Trust and their workman, who have received by the Central Government for publication.

[No. L-31011/27/2000-Id(V)]

KAMAL BAKHURU, Presiding Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (L.No. 2/MUMBAI)

PRESENT,

A. A. LAD, Presiding Officer

REFERENCE NO. CGO/27/2000

EMPLOYERS IN RELATION TO THE MANAGEMENT
OF MUMBAI PORT TRUST

The Chairman,
Mumbai Port Trust,
Mumbai 400 038.

First Party

VERSUS

Mumbai Port Trust Dock and
Genl. Employees Union,
The Secretary, Kamgar Sadan,
Mazagon, Mumbai-16
Promod Gangaram Khot

APPEAL NO. 1

For the Employer: Mr. A. B. Anand

For the Workmen: Mr. J. H. Sengupta

Date of reserving the Award: 23-4-2010

Date of passing the Award: 7-5-2010

AWARD -PART-II

The matrix of the facts as culled out from the proceedings are as under :

1. The Government of India, Ministry of Labour by its Order No. L-31011/27/2000-Id(V) dated 23-4-2010 in exercise of the powers conferred by clause (d) sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication

“Whether the action of the management of Mumbai Port Trust, Mumbai in terminating the service of Promod Gangaram Khot, Tally Clerk, on the day of removal from service w.e.f. 8-3-99 is legal and justified? If not, what relief the workman is entitled to?”

2. Claim Statement is filed by the concerned Workman at Exhibit 7 stating and contending that, 1st Party as a Tally Clerk in the Docks Department of Mumbai Port Trust. It is his case that, due to some unavoidable circumstances he unable to report on duty between 26-10-1996 to 14-5-1998 and remained absent mostly for about 171 days continuously. According to him he informed the reason of sickness to concerned authority of his mother, wife and of his own sickness for which he unable to report on duty. He contends that, though he informed his mother about his sickness and sickness of his family members, but his wife, his mother, wife and himself, said was not considered and charge sheet dated 8-7-1998 was served on him on the ground of his said absenteeism. It is his case that, he replied the said charge sheet giving the reason of his absenteeism still charge of absenteeism was not removed. 2nd Party and Management decided to proceed against the concerned workman about his said absenteeism. It is his case that, he was not informed about his right to defend in the enquiry. It is his case that, due to sickness of his mother, wife and even of his own sickness, he was not considered by the Management and in fact Management ought to have considered it and ought to have discharged the concerned

workman from the charge of absenteeism. According to him, the decision taken by the Management on the report of the Enquiry Officer and the action taken by the Management be quashed and set aside with directions to the 1st Party to reinstate him with benefits of back wages and continuity of service with effect from 8-3-1999.

(3) This is disputed by the 1st Party by filing Written Statement at Exhibit 8 stating and contending that, the concerned workman is in the habit of remaining absent frequently. It is stated that, he remained absent unauthorisedly for 271 days during the period from 26-10-1996 to 3-5-1998. It is case of the 1st Party that, the concerned workman was convicted earlier also on same ground of absenteeism during the course of his employment with the 1st Party. It is stated that, he was absent for 217 days from 26-10-1996 to 3-5-1998, and again remained absent for 79 days from 14-2-1998 to 3-5-98. It is case of the Management that, on 28 occasions the concerned workman remained absent on the above dates and in the above period which affected on the working of the Management. It is stated that, charge sheet was served, opportunity was given to the concerned workman. It is stated that, even he admitted the charge of absenteeism and he not justified his absenteeism. It is stated that, the action taken by the Management on the said proved charge of absenteeism permit the Management to take action of dismissal which does not require any interference.

(4) Rejoinder is filed by the 2nd Party at Exhibit 9 replying the case of the Management requesting that, he be reinstated with benefits of back wages and continuity of service.

(5) In view of the above, Issues were framed at Exhibit 10. Out of those Issues Nos. 1 and 2, were decided by passing Award on 4-7-2008 holding enquiry fair and proper and finding not perverse.

(6) No Issues remain i.e. issue of quantum of punishment and in that regard i.e. Issue No. 3 and 4 are framed which I answer as follows :

Issues	Findings
3. Whether the action of the Management of Mumbai Port Trust Mumbai in terminating the service of Promod Gangaram Khot, Tally Clerk by way of removal from service w.e.f. 8-3-99 is legal and justified?	Yes
4. What relief the workman is entitled to?	As per the order passed below.

REASONS :

ISSUE NO. 3 :

(7) To challenge termination 2nd Party placed

reliance on his affidavit filed at Exhibit 27, in lieu of examination-in-chief, where he states that, decision of Management to terminate his service is harsh and on account of charge of absenteeism. In the cross-examination, that, he was removed from service on account of his unauthorized absenteeism. He admit that, even previously he was punished on the same ground of absenteeism. Even he admit that, he was absent unauthorisedly for 78 days during 14-2-1998 to 2-5-1998. He admit that, he did not complaint to anybody when he tried to produce medical certificates in the domestic enquiry. He admit that, he did not complaint when he was not permitted to keep his certificates on record. On that 2nd party closed his evidence by filing closing purshis at Exhibit 28. On that no evidence is led by the Management.

(8) Written arguments are filed by 2nd Party at Exhibit 30 which are replied by the Management by filing written arguments at Exhibit 31.

(9) Perused the written arguments and the evidence led by the parties. Case of the Management is that, 2nd Party remined absent for 557 days on 55 occasions between 18-9-1993 to 4-10-1996. 2nd party admit that, earlier also he was punished on ground of absenteeism. It reveals that, there is no improvement in the concerned workman in his attendance and he again remained absent for 271 days from 26-10-1996 to 3-5-1998. That means he admit that he remained absent unauthorisedly. Even case of the Management is that, 2nd Party did not justify his absenteeism and for that enquiry was initiated. Though enquiry was initiated, record and proceedings reveal that, 2nd Party did not place on record the medical certificates of sickness of his mother, wife or of his own sickness to justify his absenteeism. His case is that he remained absent because of sickness of his mother, his wife and his own sickness. However, nothing is shown on the record to show that, he was having reason to remain absent on account of sickness of his mother, wife and his own sickness. When nothing is on record and when 2nd Party admit that, there is nothing on record to show thay why he was absent. Besides he admit that, previously also he was punished on the charge of absenteeism which shows that he has not taken any hint of earlier punishment and to show any improvement in his attendance which lead me to conclude that, the employee of this type does not deserve any leniency and sympathetic approach. When such type of employee is remaining absent unauthorisedly for such a long time, in my considered view, this type of behaviour does not qualify him to seek any leniency.

(10) On the ground of absenteeism 2nd Party was convicted. It is not case of the 2nd party that, on such a ground action of conviction of this type cannot be taken. Action of the Management on account of absenteeism is not challenged saying that, Management cannot terminate him. Case if the 2nd Party is that, punishment or

termination on ground of absenteeism is harsh one. Service record of the concerned workman reveals that he has no regard to his employment punctuality and duties as he appears interested in remaining absent.

(11) If we consider all this coupled with the case made out by both I am of the view that, the concerned workman is not entitled for any reliefs and does not permit me to interfere in the order of punishment issued by the 1st Party. So I answer this issue to that effect and pass the following order :

ORDER

Reference is rejected
with no order as to its costs.

Mumbai,
7th June, 2010.

A. A. LAD, Presiding Officer

नई दिल्ली, 9 जुलाई, 2010

का.आ. 1952.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.पी.डब्ल्यू.डी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, दिल्ली के पंचाट (शिकायत नम्बर 40/2006 धारा 17 ए के अंतर्गत) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-7-2010 को प्राप्त हुआ था।

[सं. एस-22013/1/2010-आईआर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 9th July, 2010

S.O. 1952.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, New Delhi (filed under Section 33-A in the matter of ref. No.40/2009) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CPWD and their workmen, which was received by the Central Government on 9-7-2010.

[No.L-22013/1/2010-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT NO. 1
KARKARDOOMA COURT COMPLEX, DELHI

I.D.NO 40/2009 (Application 33-A)

The General Secretary,
CPWD Workers Union,
M/86-88, Aliganj,
New Delhi - 110003

... Workman

Versus

The S.E (Co-ordination Circle) (Electrical)
CPWD, East Block,
R.K. Puram,
New Delhi - 110066

... Management

AWARD

Munni Devi, Suresh Chand, Smt. Sudesh and Ram Raj Sharma are working with Central Public Works Department (hereinafter referred to as the management) as casual beldars since 30-5-92, 13-2-87, 28-2-92 and 21-7-86 respectively. They were granted temporary status by the management w.e.f. 1st of September, 1993. Their services were not regularised against group 'D' posts. They raised an industrial dispute before the Conciliation Officer and on failure of the conciliation proceedings, the appropriate Government referred a dispute to this Tribunal, vide order No. L -42012/186/2005-IR (CM-II), New Delhi dated 31-7-2006, raising a proposition as to whether action of the management in not regularizing their services was legal and justified. The said dispute was pending adjudication before this Tribunal. During pendency of the said dispute for adjudication, the management stopped deduction towards G.P.F. from their salaries w.e.f. July, 2008. The claimants project that action of the management in stopping deduction towards G.P.F. from July, 2008 amounts to change in their service conditions. Hence a complaint was moved before this Tribunal on 19th of August, 2009 under section 33-A of the Industrial Disputes Act, 1947 (in short the Act) with a prayer that the management be commanded to make deductions towards G.P.F. and to refund the G.P.F. so deducted with full interest thereon.

2. This complaint, so moved, was registered as an industrial dispute and the management was commanded to present its stand on it.

3. The Management resisted the claim pleading that it is not part of their service conditions to get G.P.F. deducted out of their salaries. There was no industrial dispute pending before this Tribunal, when claimants allege that their service conditions were altered to their detriment. Since they were accorded temporary status, G.P.F. was deducted as per policy of the Government of India upto 30-4-2004. The G.P.F. amount so deducted besides interest upto 30-4-2004 have been paid to the claimants vide order dated 15-7-2008. They are not entitled for deduction of G.P.F. in violation of the policy of the Government of India and interest after 30-4-2004. Their claim petition is liable to be dismissed.

4. Shri D. Sharma testified facts on behalf of the claimants. Shri V. K. Jain entered the witness box on behalf of the management. No other witness was examined by either of the parties.

5. Arguments were heard at the bar. Shri D. Sharma authorized representative, advanced arguments on behalf of the claimants. Ms. Meenakshi Aggarwal, authorized representative, raised her submissions on behalf of the management. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows :

6. Shri Sharma has testified that Munni Devi, Suresh Chand Joshi and Ram Raj were entitled to all privileges, available to a permanent employee w.e.f. 1-9-93, the date when temporary status was granted to them. They were not regularised against a group 'D' post, hence a dispute was raised, which dispute was referred and pending before this Tribunal for adjudication. During pendency of that dispute the management stopped P. F. deductions w.e.f. August, 2008, on advent of new pension scheme. He disputes that the management was competent to stop provident fund deduction in pursuance of circular Ex. MW1/1.

7. Shri V. K. Jain does not dispute that the claimants raised a industrial dispute in respect of their regularization against group 'D' post, which dispute was pending adjudication before this Tribunal. He presents that provident fund deductions of the claimants were stopped in pursuance of circular Ex. MW1/1. No P. F. deductions were made after July, 2008. Entire P. F. deductions and interest accrued on the same upto 30-4-2004 has been paid to the claimants.

8. As projected by Shri Sharma and not disputed by the management, Smt. Munni Devi, Suresh Chand and Ram Raj Sharma were appointed as beldar on 30-5-92, 13-2-87 and 21-7-86 respectively. They were granted temporary status w.e.f. 1st of september, 93, on completion of 240 days of continuous service. Under the scheme for grant of temporary status, all casual labours who have rendered one year continuous service are to be given temporary status. Despite grant of temporary status, they are not to be brought on permanent establishment unless they are selected through regular selection process for group 'D' post. 50% of service rendered by an employee who have been conferred temporary status was to be counted for the purpose of retirement benefits, after regularization of his service. On rendering three years continuous service, after conferment of temporary status, casual labour was to be treated at par with temporary group 'D' employee for the purpose of contribution to General Provident Fund. On regularization of casual labour with temporary status, no substitute in his place was to be appointed. Therefore, the claim for conferring temporary status makes it clear that the said status has been conferred on an employee with a view to grant him financial and retrial benefits, on his being regularized to a substantive post. Till he is regularized on a substantive post, he is

deemed not to hold any post on the establishment of the management.

9. G.P.F. Rules 1960 (in short the Rules) are applicable to all temporary Government servants after continuous service of one years, all re-employed pensioners and all permanent government servants. For applicability of those rules, it is incumbent upon the claimant to show that they were temporary employees working under the management. A person on whom a temporary status has been conferred under the scheme of 1993, is not holding any post under the management. Therefore, an employee with temporary status is not eligible to subscribe under the Rules. Therefore, the Rules are not applicable to an employee on whom a temporary status has been conferred.

10. A new defined contribution pension scheme has been implemented by the government on 1-1-2004, in place of defined benefit pension scheme. The said scheme is applicable to a government servant joining services on or after 1-1-2004. To such an employee provisions of defined benefit pension scheme and the Rules would not be applicable. When the said new pension scheme came into existence, the Government issued instructions to stop deduction towards G.P.F. from the wages of all casual labour with temporary status w.e.f. 1-1-04. In continuance of OM No.22/14/2008-ECX, New Delhi dated 15-7-08 the management stopped deduction of G.P.F. subscription from the wages of the claimants. However, deduction made upto May, 2008 including interest upto 30-4-04 have been refunded to the claimants.

11. Office memorandum dated 15-7-08 makes it clear that interest on G.P.F. deductions from the salary of casual employee, on whom temporary status has been conferred, would be paid upto 30-4-04 only. It is not disputed that interest on G.P.F. deductions were paid to the claimants upto 30-4-04. Since the Rules are not applicable to the claimants, they cannot claim interest on G.P.F. deductions under the Rules. No existing right was there in favour of the claimants to claim deductions of G.P.F. or in alternative interest on deductions made upto May, 2008. Concession granted to the claimants never ripened into a service condition.

12. Defined contribution pension scheme is more advantageous to the claimants than the old scheme. Hence applicability of that scheme grants better service conditions to them. Hence it can not be said that their service conditions were changed to their detriment by the management. The complaint is not maintainable. The same is, accordingly dismissed. An award is passed, in terms referred above.

Dated: 30-6-2010

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 9 जुलाई, 2010

का.आ. 1953.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.पी.डब्ल्यू.डी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 26/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-7-2010 को प्राप्त हुआ था।

[सं. एल-42012/186/2005-आईआर(सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 9th July, 2010

S.O. 1953.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 26/2006) of the Central Government Industrial Tribunal-Cum-Labour Court No. 1, New Delhi as shown in the Annexure in the Industrial Dispute between the management of CPWD and their workmen, received by the Central Government on 9-7-2010.

[No. L-42012/186/2005-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM-LABOUR COURT NO. 1, KARKARDOOMA
COURTS COMPLEX, DELHI**

I.D. No. 26/2006

The General Secretary,
CPWD Workers Union,
M/86-88, Aliganj,
New Delhi-110003.

...Workman

Versus

The S.E. (Co-ordination Circle) (Electrical),
CPWD, East Block,
R. K. Puram,
New Delhi-110066.

...Management

AWARD

Central Public Works Department (hereinafter referred to as the management) employees casual labours to carry out casual jobs. On 10th of September, 93 guidelines were issued for grant of temporary status to casual employees, as well as for their regularization against group 'D' post. Casual employees, who were employed prior to 19th of November, 85 were regularized in pursuance of the aforesaid policy. Shri Ram Raj Sharma was appointed as casual beldar on 21st of July, 86, Suresh Chand Joshi was appointed on 3-4-87 while Smt. Munni Devi was appointed as casual beldar on 30th of May, 92 by the Management. Smt. Sudesh was appointed as casual beldar on 28-2-1994.

They were granted temporary status in pursuance of the policy referred above, but were not considered for regularization against group 'D' post. They raised a demand with the management for their regularization against group 'D' posts, which demand was not accepted. They raised a dispute before the Conciliation Officer. Since conciliation proceedings failed, the appropriate Government referred the dispute to this Tribunal for adjudication. In order No. L-42012/186/2005-IR (CM-II), New Delhi, dated 31-7-2006, with the following terms:

"Whether the action of the management in not regularizing the claimants Smt. Munni Devi and 3 others (as per list enclosed) as Casual Labour Beldar in temporary status is legal and justified? If not, to what relief are the claimants are entitled to and from which date?

2. Claim statement was filed on behalf of the claimants pleading therein that Smt. Munni Devi was appointed as casual beldar on 30-5-92. Suresh Chand Joshi was appointed on 3-4-87 and Ram Raj Sharma was appointed as casual beldar on 21-7-86. It has been presented that Smt. Munni Devi was not interested in presenting her claim. The claimants are working from last many years and have been granted temporary status w.e.f. 1-9-94 by the management. If rendering 3 years services in temporary status, a casual employee is treated at par with a regular employee except the pensionary benefits. Superintending Engineer, Coordination Circle (Electrical) of the management is responsible for maintaining seniority list of casual employees for their regularization on group 'D' post and further promotions. From the last 10 years various beldars have been promoted to skilled category such as Plumbers, Mason, Carpenter and Painter etc. and there are about 600 vacancies lying vacant in group 'D' posts. Management is not taking any steps in regularizing services of the claimants despite various vacancies lying vacant for appointment of group 'D' post. It has been claimed that the aforesaid claimants may be regularized w.e.f. 1-9-96, the date when they completed three years continuous services, on grant of temporary status.

3. The management resisted the claim, put forward by the claimants, pleading that they have been granted temporary status w.e.f. 1st of September, 1993. No sanctioned post exists in the category of beldar, hence they cannot be regularized. It is admitted that as per office memorandum No. 51016/2/90 -Estt.(C) dated 10th of September, 93, two out of three vacancies in group 'D' cadre, irrespective of office were the casual labour employees have been working, would be filled as per existing recruitment rules in accordance with the instructions issued by department of Personnel and Training from amongst casual workers with temporary status. It has been projected that a ban has been imposed by Ministry of Finance vide its order dated 5-8-99 for creation of new posts. Since ban is in existence, no vacancy

is available for regularization of the claimants. It is prayed that the claim petition may be dismissed.

4. Suresh Chand Joshi, (WW1), Ram Raj Sharma (WW2) and Smt. Munni Devi (WW3) were examined on 23-10-09. The claimants had closed their evidence on that day. Since none appeared no opportunity could be accorded to the management to cross examine the aforesaid witnesses.

5. Laxman Singh, Head Clerk appeared before the Tribunal on 23-10-09 in post lunch Session and requested for an opportunity to cross examined the aforesaid witnesses. He projected that the management would take steps in that regard by way of moving an application. Accordingly application, moved by the management, was granted. Subsequently the witnesses, referred above, did not produce themselves for cross examination. It resulted that no opportunity was according to the management to purify testimony of the aforesaid witnesses by an ordeal of cross examination. Hence depositions of the aforesaid witnesses cannot be read in evidence against the management.

6. Shri V.K.Jain was examined on behalf of the management. Besides his testimony Shri V.K. Jain produced documents, which were not disputed on behalf of the claimants. Those documents were exhibited as Ex.W1 to Ex.W4. No other witness was examined on behalf of the management.

7. None came forward on behalf of the claimants to advance arguments. No one raised submissions on behalf of the management too. I have considered pleadings of the parties and evidence produced over the record. My findings on issues involved in the controversy are as follows

8. Shri V.K. Jain swears in his testimony that claimants were granted temporary status w.e.f. 1-9-1993. He presents that belidar, in excess of sanctioned strength are employed by the management. As per existing policy issued by the Department of Personnel and Training vide OM No.51016/2/90-Emt.(C) dated 10-9-93, two out of three vacancies in group 'D' cadre, irrespective of offices where casual labours have been working, would be filled as per extent recruitment rules and in accordance with the instructions issued by the Department of Personnel and Training from amongst casual workers with temporary status. Since names of the claimants are not ripe for seniority for recruitment to group 'D' post, they cannot be considered for regularisation. There is no question of granting gratuity and pension to them. Dispute referred by the appropriate Government is without application of mind. During the course of his cross-examination, he concedes that on 10-7-2009 Government of India had issued a policy for regularization of casual workers, copy of which policy is Ex.MW1/3. In pursuance of the said policy name of workers have been sent for regularization, which list is Ex.MW1/4.

He further concedes that there are 504 vacant posts as detailed in Ex.MW1/W2.

9. It is not a matter of dispute that all the four claimants were accorded temporary status w.e.f. 1st of September, 1993. There is no dispute that since then they are in continuous service of the management. It is also not a matter of dispute that two out of every three vacancies in group 'D' cadre would be filled from amongst the casual workers with temporary status. Shri Jain concedes that a policy for regularization has been issued by Government of India on 10th of July, 09, which is Ex.MW1/3. Therefore, out of the facts projected by Shri Jain, it emerges over the record that Government of India has circulated a policy on 10-7-09 for regularization of casual workers.

10. List Ex.MW1/4 was prepared, in which list names of Suresh Chand, Smt. Sudesh and Smt. Munni Devi do appear, for regularization against group 'D' posts. Shri Jain further concedes that name of Ram Raj Sharma was also sent for regularization in pursuance of the policy referred above. Shri Jain concedes that 504 vacant posts exist as on 1-12-2009. Consequently it is evident that vacant posts are available and claimants are senior enough to be covered for regularization against those vacant posts. Policy Ex.MW1/1 creates a claim in favour of these claimants for their regularization against Group 'D' post. That claim stands fortified by policy dated 10-7-2009 copy of which is Ex.MW1/3, issued subsequently. Hence I have no hesitation to commend the claimants are entitled for regularization against group 'D' post. Management is, therefore, commanded to regularise the services of all the four claimants against group 'D' post from the dates when vacancies were available, but in any case w.e.f. 1-12-2009.

11. Circular No. 29/77/2000-ECX, New Delhi, dated 26-6-2006 was issued by the Director General (Works), CPWD, in respect of payment of gratuity to its casual, hand receipt and muster roll workers under the Payment of Gratuity Act, 1972 (in short the Act). The said circular makes it clear that the matter was examined in consultation with the Ministry of Urban Development and Ministry of Labour and it was clarified that the Act is applicable to casual, muster roll, hand receipt and daily rated workers of the CPWD. Consequently all ADVs, CS, SCS, S.C. Coordination, Executive Engineer Directorate of Horticulture, Additional Directorate of Horticulture, Deputy Director of Horticulture, All Deputy Welfare Labour Commissioners and Assistant Labour Welfare Commissioners were requested to make payment of gratuity to casual muster roll, hand receipt and daily rated workers of CPWD as admissible under the Act. It was further mentioned therein that the current/pending court cases on the similar issue may be defended or got settled accordingly. Therefore, it is evident that the management admits the claim of all casual muster roll, hand receipt or daily rated workers of the CPWD for payment of gratuity under the Act.

12. Whether service rendered by the workman, which was paid from contingency, can be counted towards pension? For an answer, provisions of CCS Pension Rules, 1972 (in short the Rules) are to be considered. Rule 14 of the said Rules makes provision in that regard. It emerges out of the provisions of rule 14 that periods of service paid from contingencies do not count as qualifying service for pension. However Govt. of India took a decision in May, 1968 and an office memorandum was issued on 14-5-1968, wherein it is detailed that in some cases, employees paid from contingencies, employed in types of work requiring services of whole-time workers and are paid on monthly rates of pay or daily rates computed and paid on monthly basis and on being found fit brought on to regular establishment. The question whether in such cases service paid from contingencies should be allowed to count for pension and if so to what extent has been considered in the National Council and in pursuance of the recommendation of the Council, it has been decided that half the service paid from contingencies will be allowed to count toward pension at the time of absorption in regular employment subject to the following conditions, viz.—

- (a) Service paid from contingencies should have been, in a job involving whole-time employment (and not part-time for a portion of the day).
- (b) Service paid from contingencies should be in a type of work or job for which regular posts could have been sanctioned, e.g., malis, chowkidars, khalasis, etc.
- (c) The service should have been one for which the payment is made either on monthly or daily rates computed and paid on a monthly basis, which though not analogous to the regular scale of pay should bear some relation in the matter of pay to those being paid for similar jobs being performed by staffs in regular establishments.
- (d) The service paid from contingencies should have been continuous and followed by absorption in regular employment without a break.
- (e) Subject to the above conditions being fulfilled, the weightage for past service paid from contingencies will be limited to the period after 1st January, 1961 for which authentic records of service may be available. Reference can be made to office memorandum No.G.I., M.F., O.M.No.12(1)-EV/68, dated the 14th May, 1968.

13. Here in this case it is not a matter of dispute that the workmen, who were paid from contingencies, were performing whole time job with the management since 30-5-92, 3-4-87, 31-7-86 and 28-2-94 respectively. Their services are ordered to be regularized at detailed in preceeding sections of this award. They performed functions analogue to regular employees till the date

their regularization, as ordered. Their services with the management were continuous without any break. They satisfied all the conditions laid down in the aforesaid office memorandum issued by the Govt. of India. Hence, the management is under an obligation to comply the said office memorandum and count service of the workmen for the purpose of pension.

14. In view of the facts detailed above it is expedient to command the management to record services rendered by Smt. Munni Devi, Shri Ram Raj Sharma, Smt. Sudesh and Mr. Suresh Chand Joshi as muster roll employee in their service books, which services would be taken into account for payment of gratuity under the Act, at the time of their superannuation or death, as the contingency arise as well as for calculation of qualifying service for pension under the Pension Rules 1972, and regularize their services from the dates when vacancies were available for them or in any case from 1-12-2009. An award is accordingly passed. It may be sent to the appropriate Government for publication.

Dated : 30-6-2010

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 9 जुलाई, 2010

का.आ. 1954.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय एर्नाकुलम के पंचाट (संदर्भ संख्या 12/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-7-2010 को प्राप्त हुआ था।

[सं. एल-12012/223/1994-आईआर (बी-II)]

अनिल कुमार शर्मा, अनुभाग अधिकारी

New Delhi, the 9th July, 2010

S.O. 1954.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 12/2010) of the Central Government Industrial Tribunal-Cum-Labour Court, Ernakulam now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Vijay Bank and their workmen, which was received by the Central Government on 8-7-2010.

[No. L-12012/223/1994-IR (B-II)]

ANIL KUMAR SHARMA, Section Officer
ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT ERNAKULAM**

PRESENT : Shri P. L. Norbert, B.A., LL. B.,
Presiding Officer

Wednesday the 30th day of June, 2010/9th Ashadain, 1932)

L.D. 12/2010

(I. D. 21/1994 of Industrial Tribunal, Kollam)

Union : The Joint Secretary,
Vijaya Bank Worker's Organisation,
Triplicane, Madras-05.

By Adv. Shri Ashok B. Shenoy.

Management : The General Manager (P&S),
Vijaya Bank, Personnel Department,
Head Office, Bangalore 560001

By Adv. Shri R. S. Kalkura.

This case coming up for hearing on 30-6-2010, this Tribunal-cum-Labour Court on the same day passed the following.

AWARD

This is a reference made under Section 10 (1)(d) of Industrial Disputes Act challenging the disciplinary action taken against the workman Sri T. S. Ashok Kumar, a bank clerk. by a preliminary order dated 16-6-2010 the enquiry was found to be invalid on account of violation of the principles of natural justice and denial of reasonable opportunity to the employee. Thereafter the case was posted for further steps by the management to 24-6-2010. Both sides remained absent on that day and the case was adjourned to this day for further steps by the management. Again the management as well as the union are absent. There is a direction by Hon'ble High Court to dispose of the ID within a period of six months. The file was pending in the Industrial Tribunal Kollam and was received by this court only on 14-12-2009. The management does not appear to be interested in the dispute. Since the enquiry to be invalid there is no material on record to prove the charges levelled against the workman. In the circumstances I hold that the disciplinary action is unsustainable and the order of punishment cannot stand.

In the result an award is passed finding that the action of the management in imposing the punishment of stoppage of three increments permanently on Sri T. S. Ashok Kumar, the workman is not legal and justified. He is entitled to increments that were stopped and salary and other benefits withheld on account of punishment.

The award will come into force one month after its publication in the official gazette.

Dictated to the Personnel Assistant, transcribed and typed by her, corrected and passed by me on this the 30th day of June, 2010.

P. L. NORBERT, Presiding Officer

Appendix

Witness for the Union — Nil.

Witness for the Management — Nil.

Exhibit for the Union — Nil.

Exhibit for the management

M1 — Enquiry File.

नई दिल्ली, 12 जुलाई, 2010

का.आ. 1955.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बंगलौर के पंचाट (संदर्भ संख्या 47/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-7-2010 को प्राप्त हुआ था।

[सं. एल.-12012/65/2001-आई आर (बी-II)]

अनिल कुमार शर्मा, अनुभाग अधिकारी

New Delhi, the 12th July, 2010

S.O. 1955.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 47/2001) of the Central Government Industrial Tribunal-Cum-Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Vijaya Bank and their workmen, which was received by the Central Government on 12-7-2010.

[No. L-12012/65/2001-IR (B-II)]

ANIL KUMAR SHARMA, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated the, 30th June, 2010

PRESENT : Shri S.N. NAVALGUND, Presiding Officer

C.R. No. 47/2001

Shri Ramesh,
S/o Basappa,
Near Anjanay Temple,
Torangallu, PO, Sandur
TQ, Bellary

I Party

The Asst. Regional Manager,
Vijaya Bank, 1st Floor,
Post Box No. 17, Lamington Road,
HUBLI-580020

II Party

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) has referred this dispute vide order No. L-12012/65/2001-IR(B-II) dated 10/16-07-2001 for adjudication on the following Schedule :

"Whether the action of the respondent management bank M/s. Vijaya Bank is justified in terminating the services of the workman Shri K. Ramesh w.e.f. 3-1-2001? If not what relief the workmen is entitled to?"

2. After receiving the Claim Statement of the first party and the counter statement of the second party and

...leading their evidence and at the instance of the second party, the proceeding was reopened for further discussion. On 11-06-2010 the learned counsel appearing for the second party filed a memo to the effect that the first party has been appointed as a Probationary Peon in the subordinate staff cadre at the Regional Office, Bangalore and that accordingly the first party has reported on duty along with the copy of his joining report dated 11-06-2010 since the first party and his counsel were not present, it was posted for their say to the Bench and on that date the Junior Advocate for the first party submitted to the Bench matter as per the memo filed by the Second Party on 11-06-2010. Thus in view of the settlement between the parties and the first party being appointed as Probationary Peon in the Subordinate Staff Cadre at the Regional Office, Bangalore in flush of the second party and also reporting to duty the reference is liable to be rejected as settled out of court. In the result, I pass the following Award :

AWARD

The reference is rejected in view of the settlement between the parties outside the tribunal. No costs.

-On listed to PA transcribed by her corrected and
signed (on 30-06-2010).

S. N. NAVALGUND, Presiding Officer

नई दिल्ली, 13 जुलाई, 2010

क.अ. 1956.—औद्योगिक विवाद अधिनियम, 1947 (1947 का अधिनियम 17 के अनुसार) में, केन्द्रीय सरकार चीफ पोस्टल ऑफिसर, गैल मोटर सर्विसेस के प्रबंधक के संबद्ध नियोजकों के पक्ष में कार्यवाही के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ क्र. 1/1956/आर/45/98) को प्रकाशित करती है, जो 17/7/2010 को प्राप्त हुआ था।

[सं. एल 40012/26/96-आइंआर (डीयू)]

जोहन् लोपनो, अवल सचिव

New Delhi, the 13th July, 2010

1956.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government publishes the award (Ref. No. CGIT/13/R/1956) of the Central Government Industrial Tribunal—Industrial Court Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Chief Post Master General, Mail Motor Services and their workmen, which was received by the Central Government on 13-07-2010.

[No. L-4001226/96-IR (DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
JABALPUR

No. CGIT/LC/R/45/98

Residing Officer : Shri Mohd. Shakir Hasan

cc: Divisional Secretary.

Railway Mail Service Karamchari Sangh,
M.P. Circle,
Bhopal-462001

Workman/Union

Versus

Chief Post Master General,
M.P. Circle,
Dak Seva Bhawan,
Hoshangabad Road,
Bhopal

Management

AWARD

Passed on this 3rd day of May, 2010

1. The Government of India, Ministry of Labour vide its Notification No. L-40012/26/96-IR (DU) dated 2-3-98 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of Chief Post Master General, Mail Motor Services, Bhopal in not paying the overtime allowance and also changing the service condition of Mail Peon to Chowkidar in respect of Shri Attar Sing Malviya w.e.f. 7-7-91 to 7-8-93 is legal and justified? If not, to what relief these workmen is entitled for?”

2. The Workman/Union did not appear inspite of proper notice. Lastly the then Tribunal proceeded the reference exaparte against the Workman/Union on 10-1-2006.

3. The management appeared and filed his written statement. The case of the management is that the claim of the workman was with regard to non-payment of off duty salary/payment for 44 days. It is stated that subsequently the workman filed an application on 2-9-2005 and the copy of the said application was also served to the management which is marked as Annexure R-1 wherein it is admitted that he had received payment of 22 days and 22 days were adjusted in leave and now there is no grievances against the department. It is submitted that no dispute award be passed.

4. On perusal of the record, it appears that the case is proceeding exparte against the Workman/Union. The copy of the application is filed by the management which is marked as Annexure R-1 that the workman had admitted that he had received all his claim. This shows that there is no dispute left between the parties. This is a case of no dispute. Accordingly the reference is answered.

5. In the result, no dispute award is passed without any order to costs.

6. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 13 जुलाई, 2010

का.आ. 1957.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत संचार

निगम लिमिटेड के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण एवं श्रम न्यायालय, जोधपुर के पंचाट (संदर्भ संख्या) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-7-2010 को प्राप्त हुआ था।

[सं. एल-40012/78/2006-आई आर (डीयू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 13th July, 2010

S.O. 1957.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal-cum- Labour Court, Jodhpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Sanchar Nigam Limited and their workman, which was received by the Central Government on 13-7-2010.

[No. L-40012/78/2006-IR (DU)]

JOHAN TOPNO, Under Secy.

अनुबन्ध

औद्योगिक विवाद अधिकरण एवं श्रम न्यायालय, जोधपुर

पीठासीन अधिकारी :—श्री एच. आर. नागौरी, आर.एच.जे.एस.

औद्योगिक विवाद (केन्द्रीय) संख्या :1 सन् 2007

श्री दिनेश कुमार पुत्र श्री मांगीलाल हरिजन, हरिजन बस्ती, झोंपड़ी रोड, सिरौही।

...प्रार्थी

बनाम

दी जनरल मैनेजर टेलीकॉम, भारत संचार निगम लि. सिरौही (राज.)

...अप्रार्थी

उपस्थिति :—

(1) प्रार्थी के प्रतिनिधि—श्री गिरीश सांखला उपस्थित

(2) अप्रार्थी के प्रतिनिधि—श्री ललित व्यास उपस्थित

अधिनिर्णय

दिनांक, 22 मार्च, 2010

1. भारत सरकार के श्रम मंत्रालय ने अपनी अधिसूचना क्रमांक एल-40012/78/2006-आई आर (डीयू) नई दिल्ली दिनांक 9-1-2007 के द्वारा निम्न विवाद अधिनिर्णय हेतु इस न्यायालय को प्रेषित किया गया है :—

“Whether the action of the management of the General Manager, Telecom, BSNL, in terminating the services of their workman Shri Dinesh Kumar S/o Shri Mangi Lal w.e.f. 3-3-97 is legal and justified? If not, to what relief these workman is entitled to?”

2. प्रार्थी ने अपने मांग-पत्र में यह उल्लेख किया कि उसकी नियुक्ति अप्रार्थी नियोजक के अधीन दिनांक 18-11-1989 को अंशकालीन श्रमिक के रूप में फराश/सफाई कर्मचारी के रूप में हुई थी। प्रार्थी ने अपनी नियुक्ति तिथि से लेकर उक्त पद पर दिनांक

3-3-1997 तक अप्रार्थी के अधीन कार्य किया। उसका कार्य सन्तोषपूर्ण रही, लेकिन अप्रार्थी नियोजक ने दिनांक 3-3-1997 को प्रार्थी की सेवाएं मांखिला आदेश कर दी। प्रार्थी ने अप्रार्थी नियोजक के कार्यालय में एक अंशकालीन श्रमिक के रूप में प्रतिदिन लगभग चार घण्टे फराश/सफाईवाला के रूप में कार्य किया। प्रार्थी श्रमिक प्रतिदिन लगभग चार घण्टे इस पद पर कार्य करने के पश्चात् अपनी सेवाएं अप्रार्थी नियोजक के निर्देशानुसार टेलीग्राम वितरण के लिए देता था। प्रार्थी ने यह उल्लेख किया है कि वह पढ़ा-लिखा नवयुवक होने के कारण अप्रार्थी नियोजक के आदेशानुसार उक्त चार घण्टे का कार्य करने के पश्चात् टेलीग्राम वितरण का काम करता था और इसके बदले प्रार्थी नियोजक द्वारा प्रार्थी को नियमित वेतन भुगतान किया जाता था। इस प्रकार प्रार्थी ने यह उल्लेख किया है कि उसके द्वारा लगभग आठ घण्टे पूरा कार्य किया जाता था। प्रार्थी ने यह उल्लेख किया है कि दिनांक 3-3-1997 को उसकी सेवाएं समाप्त करने के पूर्व उसे किसी प्रकार का कोई आरोप-पत्र नोटिस अथवा नोटिस के बदले मुआवजा आदि अदा नहीं किया गया।

3. प्रार्थी ने अपने प्रार्थना-पत्र में आगे यह उल्लेख किया है कि उसने अपनी सेवा समाप्ति के आदेश दिनांक 3-3-1997 के विरुद्ध एक प्रार्थना-पत्र ओ. ए. नं. 115/97 केन्द्रीय प्रशासनिक अधिकरण जोधपुर बैंक जोधपुर के समक्ष प्रस्तुत किया था वह प्रार्थना-पत्र नम्बर पर दिनेश कुमार बनाम भारत सरकार तथा अन्य के नाम में दर्ज हुआ था। इसका निस्तारण उक्त अधिकरण ने दिनांक 23-3-1997 को इस निर्देश के साथ किया कि अप्रार्थी नियोजक प्रार्थी को अल्पकालीन नियुक्ति देने हेतु प्रकरण पर चार माह के भीतर नियमानुसार कार्य करे। प्रार्थी ने यह उल्लेख किया है कि उसने उक्त आदेश दिनांक 23-3-1997 की अनुपालना में अप्रार्थी नियोजक के समक्ष एक प्रार्थना-पत्र प्रस्तुत किये तथा प्रार्थना की कि उस पद पर एक मास मजदूरी वेतन पर नियुक्ति प्रदान की जाय। अप्रार्थी नियोजक को आश्वासन देते रहे कि विभाग के मुख्यालय से पार्टटाईम मजदूरों को फुलटाईम दैनिक मजदूर बनाने की अनुमति प्राप्त होते ही उसे नियुक्ति प्रदान कर दी जायेगी।

4. प्रार्थी ने अपने प्रार्थना-पत्र में आगे यह भी उल्लेख किया कि अप्रार्थी नियोजक द्वारा दिनांक 2-7-1990 को प्रार्थी के कार्यालय नवम्बर 1989 से जुलाई 1990 तक का एक प्रमाण-पत्र जारी किया अप्रार्थी नियोजक ने एक पत्र दिनांक 21-6-1996 को भी जारी किया था जिसमें अप्रार्थी ने यह स्वीकार किया था कि अप्रार्थी नियोजक के अधीन दो पद रिक्त हैं तथा प्रार्थी श्रमिक ने दिनांक 18-11-1979 से लगातार फराश/सफाई वाला के पद पर कार्य किया इसके साथ ही वह वितरण का कार्य भी प्रार्थी द्वारा किया जाता था। यह भी अनुमानित किया गया कि अप्रार्थी कार्यालय में प्रार्थी श्रमिक की स्थिति 1979 से तार मैसेन्जर के रूप में कार्य करने हेतु आवश्यकता है। अप्रार्थी नियोजक ने दिनांक 15-7-2002 तथा दिनांक 13-2-1997 को जारी किये गये पत्रों में प्रार्थी श्रमिक के सेवा के विवेक के संदर्भ में स्वीकृत कथन का उल्लेख है। अप्रार्थी नियोजक ने दिनांक 9-9-1997 को एक प्रमाण-पत्र जारी किया जिसमें प्रार्थी श्रमिक अप्रार्थी नियोजक

दिनांक 9-11-1989 से प्रतिदिन तीन घण्टा सफाई/फराश कार्य हेतु कार्यरत था। प्रार्थी श्रमिक ने पूर्णकालीन कर्मचारी के रूप में नियुक्ति हेतु दिनांक 22-7-2005 को महाप्रबंधक भारत संचार निगम सिरोही को पत्र लिखकर निवेदन किया कि अभाग्य पत्र संख्या ई 57/पीटी/2002/85 दिनांक 13-8-2002 के अंतर्गत प्रार्थी श्रमिक के प्रकरण पर कोई कार्यवाही नहीं की गई। प्रार्थी श्रमिक ने यह उल्लेख किया है कि उसने वर्ष भर में 1095 घण्टे से अधिक कार्य किया। इस संदर्भ में अप्रार्थी नियोजक ने पत्र दिनांक 14-5-2004, पत्र दिनांक 15-9-2004, पत्र दिनांक 6-8-2004 तथा पत्र दिनांक 30-9-2003 के जरिए सभी अंशकालीन कर्मचारियों को पूर्णकालीन कर्मचारी बनाने के लिए अनुमोदन किया था।

5. प्रार्थी ने अपने मांग-पत्र में आगे यह उल्लेख किया है कि प्रार्थी श्रमिक ने 13-2-2001 को अप्रार्थी नियोजक के समक्ष एक प्रतिवेदन प्रस्तुत कर स्वयं को पूर्णकालीन कर्मचारी के पद पर पुनर्स्थापित करने हेतु निवेदन किया था। दिनांक 12-7-2004 को भी उसने इस हेतु पत्र लिखा था। प्रार्थी ने यह भी उल्लेख किया है कि इसके उपरान्त भी अप्रार्थी नियोजक ने उसे सेवा में नहीं लिया। प्रार्थी ने यह भी उल्लेख किया है कि अप्रार्थी नियोजक द्वारा प्रार्थी से कई कनिष्ठ अंशकालीन कर्मचारियों को पूर्णकालीन कर्मचारी बना दिया गया, लेकिन प्रार्थी को सेवा में पुनर्स्थापित नहीं किया तथा उसे पूर्णकालीन कर्मचारी नहीं बनाया। प्रार्थी ने यह भी उल्लेख किया है कि उसकी सेवा समाप्ति के पूर्व अप्रार्थी नियोजक ने औद्योगिक विवाद अधिनियम की धारा 25-एफ की पालना नहीं की। प्रार्थी ने यह भी उल्लेख किया है कि अप्रार्थी नियोजक ने उसकी सेवा समाप्ति के पश्चात् अन्य नये श्रमिकों की भर्ती की है, लेकिन प्रार्थी श्रमिक को पुनः सेवा का अवसर प्रदान नहीं किया गया। अप्रार्थी नियोजक ने कोई वरिष्ठता सूचिका प्रकाशन भी नहीं किया। इस प्रकार प्रार्थी ने यह उल्लेख किया है कि अप्रार्थी नियोजक ने औद्योगिक विवाद अधिनियम की धारा 25-जी तथा 25-एच एवं नियम-77 के प्रावधानों का उल्लंघन किया है। पार्टटाईम मजदूर को फुलटाईम मजदूर बनाने के सम्बन्ध में जारी पत्र दिनांक 30-9-2003 तथा 21-10-2003 का परिलाभ प्रार्थी को नहीं दिया है। यह सभी तथ्य श्रम शोषण तथा भेदभावपूर्ण नीति के परिचायक हैं। प्रार्थी अपनी सेवा समाप्ति के बाद से ही बेरोजगार बैठा है। उक्त आधारों पर प्रार्थी ने यह प्रार्थना की है कि उसे सेवा में पुनर्स्थापित किया जावे तथा उसकी सेवाएं पूर्णकालीन कर्मचारी के पद पर नियमित करते हुए पिछला समस्त बकाया वेतन तथा परिलाभ दिलाये जावें।

6. अप्रार्थी ने अपने प्रतिउत्तर में यह उल्लेख किया है कि अप्रार्थी भारत संचार निगम लि. का गठन भारत सरकार के नोटिफिकेशन के अन्तर्गत वर्ष 2000 में हुआ है और इस प्रकार प्रार्थी को सेवा से पृथक् करने की तारीख 1-4-1997 को अप्रार्थी भारत संचार निगम लि. का कोई अस्तित्व नहीं था। अप्रार्थी ने यह भी उल्लेख किया है कि इस आधार पर प्रार्थी अप्रार्थी निगम से कोई अनुलोष प्राप्त करने का अधिकारी नहीं है। अप्रार्थी ने यह भी उल्लेख किया है कि प्रार्थी ने जिला महाप्रबंधक भारत संचार निगम लि. को पक्षकार बनाया है, लेकिन जिला महाप्रबंधक नियोक्ता की परिभाषा में नहीं आता है।

अप्रार्थी ने यह उल्लेख किया है कि भारत संचार निगम लि. में सफाई कर्मचारी के रूप में नियुक्ति देने हेतु निर्धारित नियम एवं प्रक्रिया है उन्हीं नियमों तथा निर्धारित प्रक्रिया के अंतर्गत किसी भी व्यक्ति को सफाई कर्मचारी अथवा अन्य किसी पद पर नियुक्ति दी जा सकती है। स्वयं प्रार्थी के अनुसार प्रार्थी को नियुक्ति देने से पूर्व नियमानुसार निर्धारित प्रक्रिया नहीं अपनाई गई। प्रार्थी को नियुक्ति निर्धारित प्रक्रिया एवं नियमों के विपरीत होने के कारण पुनः सेवा में लिये जाने का अधिकारी नहीं है। प्रार्थी ने यह विवाद असाधारण विलम्ब से उठाया है और इस कारण भी प्रार्थी कोई अनुतोष प्राप्त करने का अधिकारी नहीं है। अप्रार्थी ने यह तथ्य अस्वीकार किया है कि प्रार्थी को अप्रार्थी विभाग में दिनांक 8-11-1989 को अंशकालीन श्रमिक के रूप में फराश/सफाई कर्मचारी के पद पर नियुक्ति दी तथा उसके बाद से प्रार्थी ने लगातार कार्य किया। अप्रार्थी ने यह उल्लेख किया है कि वास्तविक तथ्य यह है कि अप्रार्थी विभाग ने प्रार्थी को पूर्णतया अस्थायी तौर पर आकस्मिक मजदूर के रूप में पार्टटाईम प्रतिदिन दो घण्टे के लिए सफाई कार्य करने के लिए दिनांक 18-11-1989 को सुमेरपुर कार्यालय में रखा गया था। प्रार्थी को कभी भी श्रमिक के रूप में नियुक्ति नहीं दी गई। प्रार्थी को कभी नियुक्ति नहीं दी गई और इस कारण यह तथ्य गलत बताया है कि प्रार्थी की सेवाएं दिनांक 3-3-1997 को समाप्त कर दी। यह तथ्य भी अस्वीकार किया है कि प्रार्थी द्वारा अंशकालीन श्रमिक के रूप में चार घण्टे प्रतिदिन फराश/सफाई कर्मचारी के पद पर सेवाएं दी गई। यह तथ्य भी गलत बताया कि उक्त चार घण्टे की सेवाएं देने के पश्चात् प्रार्थी ने टेलीग्राम वितरण का कार्य भी चार घण्टे तक करके उसके द्वारा कुल आठ घण्टे कार्य किया जाता था। यह तथ्य भी अस्वीकार किया है कि अप्रार्थी विभाग द्वारा प्रार्थी को नियमित रूप से वेतन का भुगतान किया जाता था। अप्रार्थी ने यह भी उल्लेख किया है कि प्रार्थी को सुमेरपुर में सफाई के कार्य हेतु प्रारम्भ में प्रतिदिन दो घण्टे के लिए अंशकालीन मजदूर के रूप में अस्थायी तौर पर रखा गया था। जब-जब सफाई के कार्य की आवश्यकता होती तब-तब प्रार्थी से सफाई का कार्य करवाया जाता तथा इसके अलावा स्वयं प्रार्थी भी अपनी इच्छा से कभी कार्य पर आता व कभी नहीं आता था। प्रार्थी को दी गई मजदूरी का भुगतान किसी कदर मासिक वेतन की परिभाषा में नहीं आता है। प्रार्थी को प्रतिदिन किये गये कार्यों के घण्टों के हिसाब से प्रति घण्टे की दर से मजदूरी का भुगतान किया गया था। दिनांक 3-3-1997 को विभाग में कार्य की आवश्यकता नहीं होने के कारण प्रार्थी को कार्य हेतु नहीं बुलवाया गया। प्रार्थी के कार्य की प्रकृति को देखते हुए इसे सेवा समाप्ति की परिभाषा में नहीं माना जा सकता। अप्रार्थी ने यह उल्लेख किया है कि इस कारण प्रार्थी को छंटनी का मुआवजा अथवा एक माह का नोटिस देने की आवश्यकता नहीं थी। अप्रार्थी निगम ने यह भी उल्लेख किया है कि केंद्रीय प्रशासनिक अधिकरण, जोधपुर के निर्देशों की पालना में अप्रार्थी निगम ने नियमों के तहत यह पाया है कि प्रार्थी द्वारा पूर्णतया अंशकालीन मजदूर के रूप में किसी भी वर्ष में 19 से 20 घण्टे तक कार्य नहीं किया गया और इस कारण नियमों के अंतर्गत प्रार्थी अस्थायी मजदूर का दर्जा प्राप्त करने की पात्रता नहीं रखता है। इसकी सूचना अप्रार्थी निगम ने दिनांक 12-1-1998 को पत्र के जरिये प्रार्थी को दे दी थी, उसमें यह भी लिखा गया था कि

प्रार्थी अंशकालीन मजदूर से अस्थायी मजदूर का दर्जा प्राप्त करने की पात्रता नहीं रखता। अप्रार्थी ने यह उल्लेख किया है कि दिनांक 2-7-1990 के प्रमाण-पत्र में मात्र इस बात को दर्शित किया था कि प्रार्थी ने 245 दिन उपस्थिति दी थी तथा इन दिवसों में प्रार्थी द्वारा अंशकालीन सफाई कर्मचारी के रूप में कुल 803 घण्टे ही कार्य किया गया था। इस तथ्य को अस्वीकार किया गया है कि प्रार्थी द्वारा तार वितरण का कार्य भी किया गया हो। यह भी उल्लेख किया गया है कि अप्रार्थी विभाग में कोई पद रिक्त होने मात्र से ही प्रार्थी रिक्त पद पर नियुक्ति का अधिकारी नहीं होता। प्रार्थी द्वारा कभी भी नियमित रूप से तार वितरण का कार्य नहीं किया गया। तार वितरण के कार्य पर कार्यरत कर्मचारी के अवकाश पर रहने के दौरान कभी कभार प्रार्थी से तार वितरण का कार्य भी करवाया जाता था। अप्रार्थी ने अपने पत्र दिनांक 13-2-1997 में केवल यह तथ्य वर्णित किया था कि प्रार्थी ने अंशकालीन मजदूर के रूप में सफाई का कार्य तीन घण्टे के लिए किया है। अप्रार्थी निगम ने यह उल्लेख किया है कि पत्र दिनांक 15-7-2002 में प्रार्थी के उपस्थिति दिवसों का वर्णन किया गया है, लेकिन इसका यह अभिप्राय नहीं है कि प्रार्थी ने उपस्थिति के दिवसों के दौरान आठ घण्टे कार्य किया हो। पत्र दिनांक 9-9-1993 से यह स्पष्ट है कि प्रार्थी ने अंशकालीन मजदूर के रूप में प्रति घण्टे के हिसाब से तीन घण्टे की अवधि हेतु अप्रार्थी विभाग में कार्य किया था। इस तथ्य को अस्वीकार किया है कि प्रार्थी ने वर्ष भर में 1095 घण्टे से अधिक कार्य किया हो। अप्रार्थी विभाग के किसी भी पत्र में अंशकालीन कर्मचारी को पूर्णकालीन कर्मचारी बनाने हेतु अनुमोदन नहीं किया गया है। प्रार्थी के पत्रों का जवाब अप्रार्थी विभाग द्वारा प्रार्थी को दिया जाता था। यह भी तथ्य अस्वीकार किया गया है कि प्रार्थी से कनिष्ठ अंशकालीन कर्मचारियों को अप्रार्थी विभाग ने पूर्णकालीन कर्मचारी बना दिया हो। अप्रार्थी विभाग द्वारा केवल उन अंशकालीन कर्मचारियों को पूर्णकालीन कर्मचारी का दर्जा दिया जा सकता है जो नियमों के तहत पात्रता रखते हों। प्रार्थी ने अंशकालीन कर्मचारी के रूप में प्रतिदिन चार घण्टे से भी कम समय तक कार्य किया था और इस कारण प्रार्थी पूर्णकालीन मजदूर का दर्जा प्राप्त करने की पात्रता नहीं रखता है। इस प्रकरण में औद्योगिक विवाद अधिनियम की धारा 25-एफ के प्रावधान लागू नहीं होते हैं। क्योंकि प्रार्थी द्वारा पूर्णतया अंशकालीन मजदूर के रूप में प्रतिदिन चार घण्टे से भी कम अवधि तक घण्टों के हिसाब से मजदूरी का कार्य किया गया है। प्रार्थी की सेवामुक्ति किसी भी कदर छंटनी की परिभाषा में नहीं आती है। प्रार्थी ने पूर्णतया अंशकालीन आकस्मिक मजदूर के रूप में कार्य किया और ऐसे व्यक्तियों के संबंध में वरिष्ठता सूची बनाने तथा प्रकाशन करवाना कानूनन अनिवार्य नहीं है। अप्रार्थी विभाग ने औद्योगिक विवाद अधिनियम की धारा 25-जी तथा 25-एच तथा नियम 77 के प्रावधानों का उल्लंघन नहीं किया है। प्रार्थी द्वारा संदर्भित प्रपत्र इस प्रकरण पर लागू नहीं होते हैं। उक्त आधारों पर अप्रार्थी ने प्रार्थी के मांग-पत्र को निरस्त करने की प्रार्थना की।

7. प्रार्थी ने अपने मांग-पत्र में उल्लेख किये गये तथ्यों की पुष्टि में स्वयं का शपथ-पत्र प्रस्तुत किया। अप्रार्थी ने प्रार्थी से प्रतिपरीक्षा की। प्रलेखीय साक्ष्य में प्रार्थी ने प्रदर्श-1 केन्द्रीय प्रशासनिक

अधिकरण, जोधपुर का निर्णय दिनांक 23-9-1997, प्रदर्श-2 पत्र दिनांक 14-5-2004, प्रदर्श-3 पत्र दिनांक 15-9-2004, प्रदर्श-4 पत्र दिनांक 6-8-2004, प्रदर्श-5 पत्र दिनांक 10-9-2003, प्रदर्श-6 पत्र दिनांक 15-7-2002, प्रदर्श-7 पत्र दिनांक 13-2-1997, प्रदर्श-8 पत्र दिनांक 13-2-1997, प्रदर्श-9 पत्र दिनांक 21-6-1996, प्रदर्श-10 पत्र दिनांक 9-9-1993, प्रदर्श-11 प्रार्थी द्वारा अप्रार्थी को प्रेषित प्रार्थना-पत्र दिनांक 13-2-2001, प्रदर्श-12 प्रार्थी द्वारा अप्रार्थी को प्रेषित प्रार्थना-पत्र दिनांक 12-7-2004 तथा प्रदर्श-13 प्रार्थी द्वारा अप्रार्थी को लिखा गया पत्र दिनांक 22-9-2005 प्रस्तुत कर प्रदर्श करवाये गये। अप्रार्थी की ओर से मुकेश चन्द नवाल का शपथ-पत्र प्रस्तुत किया। प्रार्थी ने उससे जिरह की। प्रलेखीय साक्ष्य में अप्रार्थी की ओर से प्रदर्श एम-1 प्रार्थी द्वारा किये गये कार्य का विवरण दिनांक 2-7-1990 प्रदर्श एम-2 अप्रार्थी द्वारा प्रार्थी को प्रेषित पत्र दिनांक 12-1-1998, प्रदर्श एम-3 अप्रार्थी द्वारा प्रार्थी को प्रेषित पत्र दिनांक 29-9-2005 तथा प्रदर्श एम-4 अप्रार्थी द्वारा प्रार्थी को प्रेषित पत्र दिनांक 14-12-2004 प्रस्तुत कर प्रदर्श करवाये।

8. बहस उभय-पक्ष सुनी गई। पत्रावली का अवलोकन किया गया।

9. प्रार्थी ने अपने प्रार्थना-पत्र तथा शपथ-पत्र में स्वयं की अप्रार्थी नियोजक के यहां अंशकालीन श्रमिक के रूप में नियुक्त होने का तथ्य उल्लेख किया है। अप्रार्थी ने भी अपने प्रति उत्तर में यह तथ्य स्वीकार किया है कि प्रार्थी की नियुक्ति अंशकालीन श्रमिक के रूप में की गई थी। अतः पत्रावली पर उपलब्ध तथ्यों तथा साक्ष्य से यह तथ्य प्रमाणित है कि अप्रार्थी नियोजक ने प्रार्थी की नियुक्ति अंशकालीन श्रमिक के रूप में की थी। विद्वान प्रतिनिधि प्रार्थी ने हमारे समक्ष निम्न दो विधिक दृष्टांत प्रस्तुत किये हैं।

1. यशवन्तसिंह यादव बनाम राजस्थान राज्य आर.एल.आर. 1989(1) पेज 156 माननीय न्यायालय ने इस विधिक दृष्टांत में निम्न सिद्धांत प्रतिपादित किया है :-

“Industrial Disputes Act, 1947, S.2(s)-Whether “part time” employee is “workman” as defined u/s 2(s)-Held, yes-Definition of workman as given in S.2(s) is wide enough to include even a part time employee-AIR 1960AP 371 dissented from.”

2. डिवीजनल मैनेजर, न्यू इंडिया एश्योरेन्स कम्पनी लि. बनाम ए. शंकरालिंगम (2009) 1 सुप्रीम कोर्ट कैसेज (एल.एण्ड. एस) 55 माननीय न्यायालय ने इस विधिक दृष्टांत में निम्न सिद्धांत प्रतिपादित किया है :-

“Industrial Disputes Act, 1947-Ss2(s), 25-B and 25-F. Applicability “Workman”-“Continuous Service”. Applicability to part time workers - Consequent availability of S.25-F safeguards-Held, a bare perusal of the two definitions reveals that their applicability is not limited to only full-time employees but requirement is that the workman claiming continuous service must fulfil the specific

conditions amongst others laid down in the two provisions so as to seek the shelter of S.25-F-A workman employed on a part-time basis but under the control and supervision of an employer is a workman in terms of S.2(s) of the Act, and is entitled to claim the protection of S.25-F-Preponderance of judicial opinion is that a workman working even on a part time basis would be entitled to benefit of S.25-F of the Act."

10. हमने उक्त विधिक दृष्टांतों का अध्ययन किया। उक्त विधिक दृष्टांतों में प्रतिपादित सिद्धांतों के परिप्रेक्ष्य में हमारी राय है कि एक अंशकालीन श्रमिक भी औद्योगिक विवाद अधिनियम, 1947 की धारा 2(एस) की परिभाषा के अंतर्गत कामगार की परिभाषा में आता है। अतः प्रार्थी भी उक्त धारा के अंतर्गत कामगार की परिभाषा में आता है। उक्त विधिक दृष्टांतों में प्रतिपादित सिद्धांतों के परिप्रेक्ष्य में हमारी यह भी राय है कि ऐसे कामगारों पर औद्योगिक विवाद अधिनियम की धारा 25-एफ के प्रावधान लागू होते हैं तथा उन्हें भी इस धारा के अंतर्गत उल्लेख किये गये सुरक्षा उपाय उपलब्ध हैं।

11. प्रार्थी ने अपने प्रार्थना-पत्र में स्पष्ट रूप से यह उल्लेख किया है कि अप्रार्थी नियोजक ने उसे दिनांक 18-11-1989 को नियुक्त किया था तथा उसने लगातार 3-3-1997 तक अप्रार्थी नियोजक के यहां कार्य किया था। अप्रार्थी ने मांग-पत्र के प्रतिउत्तर की चरण संख्या-2 में स्पष्ट रूप से यह उल्लेख किया है कि अप्रार्थी नियोजक ने प्रार्थी को दिनांक 18-11-1989 को अपने सुमेरपुर कार्यालय के अंशकालीन आकस्मिक श्रमिक के रूप में नियुक्त किया था। अपने प्रतिउत्तर की चरण संख्या-4 में स्पष्ट रूप से यह उल्लेख किया है कि अप्रार्थी के विभाग में कार्य की आवश्यकता नहीं होने से प्रार्थी को दिनांक 3-3-1997 को कार्य हेतु नहीं बुलाया गया। प्रार्थी ने अपने साक्ष्य में भी स्पष्ट रूप से यह उल्लेख किया है कि उसने दिनांक 18-11-1989 से दिनांक 3-3-1997 तक अप्रार्थी नियोजक के यहां कार्य किया था। अप्रार्थी की साक्ष्य में इस तथ्य का कोई खण्डन नहीं हुआ है। अप्रार्थी की ओर से एक दस्तावेज प्रदर्श एम-1 प्रस्तुत किया गया है। यह अप्रार्थी विभाग द्वारा जारी एक प्रमाण-पत्र है, इसमें प्रार्थी की नवम्बर 1989 से 21 जुलाई, 1990 तक की उपस्थिति को प्रमाणित किया गया है। प्रार्थी को 18 नवम्बर 1989 से ही नियुक्त किया गया था। इस पत्र को देखते हुए भी यही निष्कर्ष निकलता है कि प्रार्थी अपने कार्यालय से कभी भी अनुपस्थित नहीं रहा। अतः पत्रावली पर उपलब्ध साक्ष्य से यह तथ्य भी प्रमाणित होता है कि प्रार्थी ने अप्रार्थी नियोजक के यहां दिनांक 18-11-1989 से दिनांक 3-3-1997 तक लगातार कार्य किया।

12. प्रार्थी की ओर से अप्रार्थी विभाग का एक पत्र प्रदर्श-7 भी प्रदर्श करवाया गया है। यह पत्र सन् 1994 में जारी हुआ है। इसके अनुसार प्रार्थी ने अप्रार्थी के कार्यालय में प्रतिदिन 3 घण्टे + 1 घण्टा कुल 4 घण्टे कार्य किया। अप्रार्थी के पत्र प्रदर्श-8 तथा पत्र प्रदर्श-9 से यह भी प्रमाणित होता है कि अप्रार्थी के कार्यालय में तार मैसेन्जर के दो पद रिक्त थे तथा तार मैसेन्जर के अवकाश के समय प्रार्थी तार वितरण का कार्य भी करता था। अतः समस्त परिस्थितियों पर

सावधानीपूर्वक विचार करने के पश्चात् यह तथ्य प्रमाणित होता है कि प्रार्थी ने अप्रार्थी के कार्यालय में उसकी सेवा समाप्ति की तिथि दिनांक 3-3-1997 तक उसकी नियुक्ति दिनांक 18-11-1989 से लगातार कार्य किया। अतः समस्त परिस्थितियों पर सावधानीपूर्वक विचार करने के पश्चात् हमारी राय में प्रार्थी की छंटनी औद्योगिक विवाद अधिनियम की धारा 25-एफ के प्रावधानों के अनुरूप ही की जा सकती थी। पत्रावली पर कोई साक्ष्य नहीं है जिसके आधार पर यह माना जा सके कि अप्रार्थी नियोजक ने प्रार्थी को दिनांक 3-3-1997 को सेवा समाप्ति औद्योगिक विवाद अधिनियम की धारा 25-एफ के प्रावधानों के अनुसार की। अतः समस्त परिस्थितियों पर सावधानीपूर्वक विचार करने के पश्चात् हमारी राय में अप्रार्थी द्वारा प्रार्थी की दिनांक 3-3-1997 से की गई सेवा समाप्ति वैध तथा उचित प्रमाणित नहीं होती है।

13. विद्वान प्रतिनिधि प्रार्थी का यह तर्क रहा है कि प्रार्थी का सेवा में चयन नियमित प्रक्रिया के अंतर्गत नहीं हुआ था। विद्वान प्रतिनिधि अप्रार्थी का यह मानना है कि यदि ऐसे व्यक्ति की सेवाएं नियमित की जाती हैं तो अन्य योग्य व्यक्तियों के अधिकारों का हनन होता है। विद्वान प्रतिनिधि अप्रार्थी का यह मानना है कि यदि प्रार्थी की सेवाएं नियमित की जाती हैं तो यह भारतीय संविधान के अनुच्छेद 14 तथा 16 का उल्लंघन होगा। विद्वान प्रतिनिधि अप्रार्थी का यह भी तर्क है कि प्रार्थी को केवल आकस्मिक तथा अस्थायी कार्य के लिए ही अंशकालीन श्रमिक के रूप में नियुक्त किया गया था तथा उसकी सेवाएं नियमित नहीं थीं। विद्वान प्रतिनिधि अप्रार्थी का यह मानना है कि प्रार्थी को केवल आकस्मिक तथा अस्थायी कार्य के लिए ही अंशकालीन श्रमिक के रूप में नियुक्त किया गया था। विद्वान प्रतिनिधि अप्रार्थी का यह तर्क है कि प्रार्थी ने अपनी सेवा समाप्ति के विरुद्ध सहायक रिजनल श्रम आयुक्त (केंद्रीय) को शिकायत अत्यन्त विलम्ब से दिनांक 11-11-2005 को की थी तथा इसके संबंध में रेफरेन्स भी अत्यन्त विलम्ब से दिनांक 9-1-2007 को हुआ था। इन परिस्थितियों में विद्वान प्रतिनिधि अप्रार्थी का यह तर्क है कि अब 13 साल बाद प्रार्थी को सेवा में पुनर्स्थापित करने का आदेश दिया जाना उचित नहीं होगा। विद्वान प्रतिनिधि अप्रार्थी ने अपने इन तर्कों की पुष्टि में निम्न विधिक दृष्टांत प्रस्तुत किये हैं :-

1. विकास अधिकारी तथा अन्य बनाम लेबर कोर्ट बीकानेर तथा अन्य 2007(1) डब्ल्यू.एल.सी. (राजस्थान) पेज 474 माननीय न्यायालय ने इस विधिक दृष्टांत में निम्न सिद्धांत प्रतिपादित किया है :-

"Industrial Disputes Act, 1947 S.25F-Award of reinstatement without back wages-Respondent engaged in Famine Relief Work and required to work one or two days in a week-Case of retrenchment of more than twenty years back—No evidence led by employer—Lump sum compensation of Rs. 50,000 awarded to respondent."

"Relief of lump sum compensation in lieu of reinstatement may be awarded (i) when the nature of appointment of the workman is only casual and

temporary and such appointment was not made by following due process of law, (ii) when there had been delay in making of reference, (iii) when a long time has otherwise elapsed from the date of alleged retrenchment till passing of the award and subsequently till deciding the matter by the Court, (iv) when length of service of the workman has been much (v) when the workman was engaged in a temporary project or scheme which has come to end, (vi) when the management does not have any post or means to accommodate and continue the workman in these services. Normal rule of reinstatement can be departed in favour of the payment of lump sum compensation in any appropriate case where the matter falls in any of these broad categories."

2. म्युनिसिपल कोसिल सुजानपुर बनाम सुरिन्द्र कुमार (2006) 5 सुप्रीम कोर्ट केसेज पेज 173 माननीय न्यायालय ने इस विधिक दृष्टांत में निम्न सिद्धांत प्रतिपादित किया है :-

"Labour Law—Industrial Disputes Act, 1947 -Ss.11-A, 25-F and 25-B-Relief under S.11-A-Nature of, and preconditions for grant of reinstatement—Relief under S.11-A, held, discretionary—Hence, should be granted not automatically but after considering the peculiar facts of each case including the nature and purpose of the appointment, the duration/tenure of the work and the question whether the post was a sanctioned one—That it is lawful to grant reinstatement with back wages does not mean that the same should be granted automatically. In the present case, the appointment of the respondent workman was not in a sanctioned post and was made at the instance of a Minister dehors the rules and in violation of Arts.14 and 16 while the employer Municipal Council was a "State" within the meaning of Art.12—Hence, the said appointment, held, void—Therefore, for termination of his service without complying with S.25-F, held, the appropriate relief was grant of monetary compensation (Rs.50,000 in this case) and not reinstatement with back wages."

3. सेक्रेटरी स्टेट ऑफ कर्नाटका तथा अन्य बनाम उमादेवी (2006) 4 एस.सी.सी. पेज 1

14. हमने उक्त विधिक दृष्टांतों का अध्ययन किया तथा विद्वान प्रतिनिधि अप्रार्थी के उक्त तर्कों पर भी विचार किया। यह एक तथ्य है कि प्रार्थी की नियुक्ति Due process of law के अनुसार नहीं की गई थी। प्रार्थी को केवल अंशकालीन श्रमिक के रूप में नियुक्त किया गया था। प्रार्थी का कार्य नियमित प्रकृति का नहीं था। प्रार्थी ने अपनी सेवा समाप्ति दिनांक 3-3-1997 के संबंध में सहायक रिजिनल श्रम आयुक्त (केन्द्रीय) को शिकायत अत्यंत विलम्ब से दिनांक 11-11-2005 को की थी। रेफरेन्स भी अत्यंत विलम्ब से प्राप्त हुआ है। सेवा समाप्ति से आज तक करीब 13 वर्ष की अवधि व्यतीत हो चुकी है। अतः समस्त परिस्थितियों पर सावधानीपूर्वक विचार करने के पश्चात् हमारी राय में प्रार्थी को सेवा में पुनर्स्थापित करने के स्थान

पर उसे समुचित क्षतिपूर्ति दिलाया जाना समीचीन है। समस्त परिस्थितियों पर सावधानीपूर्वक विचार करने के पश्चात् हमारी राय में प्रार्थी को 1,50,000 रुपये क्षतिपूर्ति दिलाया जाना उचित प्रतीत होता है।

आदेश

15. अतः यह अधिनिर्णित किया जाता है कि :-

- (1) अप्रार्थी जनरल मैनेजर टेलीकॉम, बी.एस.एन.एल. द्वारा प्रार्थी श्री दिनेश कुमार पुत्र श्री मांगीलाल को दिनांक 3-3-1997 को सेवा से पृथक करना अनुचित एवं अवैध है।
- (2) प्रार्थी को सेवा में पुनर्स्थापित करना अपेक्षित नहीं है। अतः प्रार्थी को सेवा में पुनर्स्थापित करने के बजाए एकमुश्त क्षतिपूर्ति की राशि 1,50,000 (एक लाख पचास हजार रुपये) अप्रार्थी नियोजक से प्राप्त करने का अधिकारी घोषित किया जाता है।
- (3) अप्रार्थी नियोजक इस आदेश की तिथि दिनांक 22-3-2010 से तीन माह की अवधि में उक्त क्षतिपूर्ति का भुगतान प्रार्थी को करे।

16. इस अधिनिर्णय को प्रकाशनार्थ भारत सरकार के श्रम मंत्रालय को प्रेषित किया जावे।

17. यह अधिनिर्णय आज दिनांक 22-3-2010 को खुले न्यायालय में हस्ताक्षर कर सुनाया गया।

एच. आर. नागौरी, न्यायाधीश

नई दिल्ली, 13 जुलाई, 2010

का.आ. 1958.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 11, चण्डीगढ़ के पंचाट (संदर्भ संख्या 99/2005, 390/2005, 100/2005 एवं 101/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-7-2010 को प्राप्त हुआ था।

[सं. एल-40012/172 से 175/2004-आई आर (डीयू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 13th July, 2010

S.O. 1958.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. Nos. 99/2005, 390/2005, 100/2005 and 101/2005) of the Central Government Industrial Tribunal-Cum-Labour Court No. II, Chandigarh as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 13-7-2010.

[No. L-40012/172 to 175/2004-IR (DU)]

JOHN TOPNO, Under Secy.

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH****PRESENT : Shri A. K. Rastogi, Presiding Officer****1. Case No. I. D. 99/2K5**

Shri Thakur Das S/o Shri Nek Singh, R/o Village & P.O. Thana, Tehsil Thunag, District Mandi (H.P.)

Versus

The Telecom Distt. Manager, Telecom, BSNL., Place Colony, Distt. Mandi (H.P.) and another

2. Case No. I. D. 390/2K5

Shri Geeta Nand S/o Shri Hardev Ram, R/o Village & P.O. Gohar, District Mandi (H.P.)

Versus

The S.D.O. Telecom, BSNL Sunder Nagar, Distt. Mandi (H.P.) & another.

3. Case No. I. D. 100/2K5

Shri Chattar Singh S/o Shri Manglu Ram, R/o Village Sohil, P.O. Baggachanogi, Tehsil Thunag, Distt. Mandi (H.P.)

Manglu R/o Vill. & P.O. Shikawari Tehsil Thunag, Mandi (H.P.)

Versus

The Telecom Distt. Manager, Telecom, BSNL., Place Colony, Distt. Mandi (H.P.) & another.

4. Case No. I. D. 101/2K5

Shri Chura Mani S/o Shri Manglu, R/o Village & P.O. Shikawari, Tehsil Thunag, Mandi (H.P.)

Versus

The Telecom Distt. Manager, Telecom, BSNL., Place Colony, Distt. Mandi (H.P.) & another.

APPEARANCES

For the Workman : Sh. D. R. Sharma, Advocate.

For the Management: Sh. Sanjeev Sharma, Advocate.

AWARD

Passed on 29th June, 2010

In all the above four references common questions of law and facts are involved, hence they are being adjudicated upon by this common award.

In ID No. 99/2K5 the Central Government vide order No. L-40012/175/2004-IR(DU) Dated 4-5-2005 has referred the following dispute for adjudication:—

“Whether the action of the management of Distt. Manager Telecom, Mandi in terminating the services of Sh. Thakur Dass w.e.f. 23-8-96 without any notice and payment of retrenchment compensation is illegal and unjustified? If so, to what relief the concerned workman is entitled to and from which date?”

In I.D. No. 390/2K5 the Central Government has referred the following dispute vide order No. L-40012/175/2004-IR(DU) Dated 4-5-2005 has referred the following

dispute for adjudication :—

“Whether the action of the management of District Manager Telecom, Mandi in terminating the services of Sh. Geeta Nand w.e.f. 24-8-96 without any notice and payment of retrenchment compensation is illegal and unjustified? If so, to what relief the concerned workman is entitled to and from which date?”

In I.D. No. 100/2K5 the Central Government has referred the following dispute vide order No. L-40012/173/2004-IR(DU) Dated 4-5-2005 has referred the following dispute for adjudication :—

“Whether the action of the management of Distt. Manager Telecom, Mandi in terminating the services of Sh. Chattar Singh w.e.f. 24-8-96 without any notice and payment of retrenchment compensation is illegal and unjustified? If so, to what relief the concerned workman is entitled to and from which date?”

In I.D. No. 101/2K5 the Central Government has referred the following dispute vide order No. L-40012/174/2004-IR(DU) Dated 4-5-2005 has referred the following dispute for adjudication :—

“Whether the action of the management of Distt. Manager Telecom, Mandi in terminating the services of Sh. Chura Mani w.e.f. 24-8-96 without any notice and payment of retrenchment compensation is illegal and unjustified? If so, to what relief the concerned workman is entitled to and from which date?”

As per claim statements the claimants/workmen were engaged as Daily wage mazdoors by the management in October/November 2005. Thakur Dass of I.D. No. 99/2K5 on 08-11-1995 Geeta Nand of I.D. No. 390/2K5 on 15-11-1995, Chattar Singh of I.D. No. 100/2K5 on 19-10-1995 and Chura Mani of ID No. 101/2K5 on 19-10-1995 were engaged. The services of Thakur Dass, the claimant in ID No. 99/2K5 on 23-08-99 and of other claimants on 24-08-1996 were terminated. The workmen challenged their termination before the Central Administrative Tribunal, Chandigarh Bench, Chandigarh in O.A. No. 831/HP/1997 in which they were held entitled for the benefits of 1999 Policy vide order dated 18-10-2001, but inspite of the order of the Hon'ble Tribunal, the management rejected the claim of the workmen on the ground that they were not entitled to the benefit of the scheme as they were not on the roll on 01-08-1998. According to them the termination of their service was in violation of the provisions of industrial Disputes Act, 1947. No notice whatsoever or retrenchment benefit under Section 25 was given to them. The management has made fresh appointments from January to March 1996 by ignoring the claims of the workmen. They have claimed reinstatement and other consequential benefits.

The claims were contested by the respondents. They have referred another matter of OA No. 1146/HP/96 titled

as Union of India & Others Vs Bhuri Singh & another decided by the Central Administrative Tribunal and has further stated that In CWP No. 1531 of 2002, the Hon'ble High Court of H.P. has stayed the operation of the order of the aforesaid Tribunal and the matter is still pending before the Hon'ble High Court. According to the respondents, the claim is time barred. The workmen were engaged on day to day basis purely for casual nature of work. The management had requisitioned a list of eligible candidates from the Employment Exchange to fill up some sanctioned posts of daily rated mazdoors. The names of the claimants/workmen Thakur Dass, Chura Mani and Geeta Nand were sponsored by the Employment Exchange but Thakur Dass and Chura Mani of ID No. 99/2K5 and ID No. 101/2K5 respectively did not qualify the screening test. The name of Chatter Singh of ID No. 100/2K5 had not been sponsored by the Employment Exchange. On availability of selected DRMs from the selection process services of the claimants/workmen were not required and hence, they were asked not to come further. Casual labour had no right to claim civil posts. Their claim is devoid of merits.

The claimants filed rejoinder also. It is denied that the claim is time barred. According to them the management intentionally has not shown the number of working days of the month of January 1996 and the off days of December, February, March and May 1996 in which the workmen had been paid the wages. If the off days are included, the workmen completed more than 240 days service. The claim for the benefit of the Scheme of 1999 had been rejected only on the ground that they were not in service on 1-8-1998 and not on the ground that they had not worked for 240 days.

In each reference the concerned workman filed his affidavit in evidence. While on behalf of the Management S.D.O. Telecom Raj Kumar filed his affidavit. Besides this the parties filed certain papers also, which will be referred to at relevant and proper place. The parties have filed their written arguments which are on record of ID No. 99/2K5. I have gone through the evidence of the parties and their written arguments. The dispute about the entitlement of the claimants to the 1999 Scheme is out of the purview of these references. Also the matter is pending before the Hon'ble High Court. In the references the following points arise for consideration :—

- (i) Whether the termination of the services of the workmen is in violation of Section 25F of the Industrial Disputes Act?
- (ii) Whether the fresh appointments were made by the respondents ignoring the claim of the workmen in violation of Section 25H of the industrial Disputes Act?
- (iii) To what relief the claimants are entitled?

Point No. 1

To decide the issue whether the claimants are entitled to the benefit of Section 25F of Industrial Disputes Act or not, it is necessary to see whether they worked for the Management continuously for one year before termination of their services? In each reference the evidence has been led by the parties separately, hence, they are being taken up one by one.

1. I.D. 99/2K5

The claimant of the case Thakur Dass in his affidavit has stated that he was entitled for the benefit of temporary status scheme and the Management had admitted before the Central Administrative Tribunal in O.A. No. 832/HP/1997 that he had completed more than 240 days service. He has relied on experience Certificate Ex. W-2, wherein it has been certified that he worked from 08-11-1995 to 23-08-1996 for more than 90 days. In a management paper Annexure R-5, the details of working days have been given and according to it during his employment, the claimant worked only for 228 days. In his affidavit the workman has stated that if the engagement of November and days of January are taken into consideration he would have completed 258 days.

As stated above, in the Management paper Annexure R-5 of the written statement of the Management, the working days of the claimant has been shown to be 228 days. The statement contains the details of the working days month-wise and against the month of January 1996 it is written N/A. The witness of the Management Raj Kumar. S.D.O. in his cross-examination has stated that the numbers of working days of January 1996 have not been shown for want of record and if the days of January 1996 are counted, the total number of working days shall come about 240 days.

2. I.D. No. 390/2K5

In this reference the claimant Geeta Nand in his affidavit has stated that provisions of Act were not complied with despite the fact that he had completed more than 240 days and a certificate to that effect was issued by the management a copy whereof is W-2. He has also stated that before the Central Administrative Tribunal in O.A. No. 831/HP/1997 the management has admitted that the claimant had worked for more than 240 days. A copy of certificate annexed with the claim statement shows that the claimant worked for more than 90 days from 15-11-1995 to 23-08-1996. In Annexure R-5 filed along with written statement by the Management the working days of the workman/claimant are 215. Against the month of January 1996 N/A is written.

The management witness Raj Kumar during his cross-examination has stated that it is incorrect to say that the workman worked continuously from November 1995 to August 1996 and if the record for the month of January 1996 could be available, the workman could be shown to

have worked more than 240 days. During the cross-examination of the witness the original copy of the certificate W-2 was produced.

3. I.D. No. 100/2K5

In this reference the workman Chatter Singh stated that while disengaging him the provisions of Industrial Disputes Act were not complied despite the fact that he worked for more than 240 days and a certificate to that effect has been issued by the management. A copy of the certificate is W-1 annexed with the claim statement. It is dated 11-07-1996 and it has been certified in it that the workman worked for more than 90 days from November 1995 till the issuance of certificate i.e. till 11-07-1996. The claimant further deposed in his affidavit that in OA No. 830/HP/1997 before the Central Administrative Tribunal, the management admitted that he had completed more than 240 days. In an Annexure R-5 of the written statement working days of the claimant has been shown as 210 days. Against the month of January and February 1996 N/A is written.

The management witness Raj Kumar during cross-examination stated that record of that period is not available and if the days of these months are considered, the number of working days shall go above 240 days.

The claimant in his affidavit has also stated that before Assistant Labour Commissioner also the management admitted that the workman/claimant worked for more than 240 days. He has filed a copy of the letter of Assistant Labour Commissioner (C), Chandigarh to the Secretary Government of India, Ministry of Labour. It is Ex. W-5 and it is mentioned in this letter that it is admitted position that he (Chatter Singh) has completed more than 240 days from the date of appointment till the date of oral termination in August 1996.

4. I.D. No. 101/2K5

The claimant Chura Mani filed his affidavit to say that while disengaging him the provisions of Industrial Disputes Act were not complied with despite the fact that he had worked for more than 240 days and a certificate to that effect is Annexure-2. W-2 is the original certificate issued by S.D.O. Telegraph and it certifies that the workman worked from 9-11-1995 to 23-08-1996 for more than 90 days. He also referred the admission of the management before the Central Administrative Tribunal in OA No. 830/HP/1997 that he had completed more than 240 working days service. In R-1 annexure of the affidavit of Raj Kumar S.D.O. the working days of the claimant has been shown as 227 days. Against the month of January 1996 N/A is written. Workman stated in his affidavit that if the days of October 1995 and January 1996 are included, he has completed 240 days. During cross-examination he however, admitted his engagement from November 1995 against his averment in the claim statement that he had been engaged or 19-10-1995.

During cross-examination the management witness Raj Kumar stated that numbers of working days in the month of January 1996 are not shown for want of record and if the days of the month are counted, the total number of working days shall be more than 240 days.

The learned counsel for workmen presented *Inspector Fisheries Terminal Division Versus Shikubha Jagadajhhar Chavda* 2010(1) SCT 820 wherein regarding period of 240 days service it was held that burden is on workman to prove that he completed 240 days of service. But it shifts to employer when workman has deposed from the witness box in support of his claim.

The learned counsel for the workmen also cited *I.D. Singh Versus Reserve Bank of India and others* 1985(2) AISLJ 457 wherein no record of attendance was produced by the Bank and it was in the affidavit of the petitioner that he worked 202 days in the year and if 32 Saturdays and 17 holidays are added, it comes to 271 days and so when he was entitled to the benefit of Section 25F, the petitioner's case that he worked more than 240 days was held good.

In the present case it will be seen that in the Annexure R-1 of the affidavit of management witness in ID No. 99/2K5, the claimant Chura Mani has been shown to have worked 227 days. While according to Annexure R-5 of written statements in other references the claimant Thakur Dass worked 228 days, claimant Geeta Nand worked 215 days and claimant Chatter Singh 210 days. The working days of January 1996 have not been shown in any of the Annexures on the grounds that the record is not available. It is strange that the record of previous and subsequent months to January 1996 is available with the management and only the record of January 1996 is not available and that too of all the workmen. It appears that the management has not come up before the Tribunal with original record. It is again important to note that the claim of the workmen in their affidavit that they worked for more than 240 days in spite of that they were not given the benefit of provisions of Industrial Disputes Act and that if the working days of January 1996 are considered then they have worked more than 240 days, the management did not controvert the fact in the affidavit of his witness Raj Kumar. This fact also was not controverted that the paid days of the month of December 1995, January, February, March and April 1996 has not been shown in the Annexures of the management. The workmen in their rejoinder to the written statements of the management have stated this fact. It will be seen that if the 31 days of January 1996 are included in the working days shown in the aforesaid Annexures of the management, the claim of the workmen that they worked for 240 days becomes acceptable, I, therefore, hold that the workmen Thakur Dass of ID No. 99 of 2K5, Geeta Nand of ID No. 390/2K5, Chatter Singh of ID No. 100/2K5 and Chura Mani of ID No. 101/2K5 worked 240 days with the management.

Admittedly their services were terminated without any notice and paying retrenchment compensation as

provided under Section 25F of the Industrial Disputes Act. Their termination is illegal and unjustified. Point No.1 is decided in favour of the workmen and against the management.

Point No. 2

According to the workmen the management has made fresh appointments from January to March 1996 by ignoring their claims. The management in their written statement has stated that it had requisitioned a list of eligible candidates from the Employment Exchange to fill up some sanctioned posts of Daily Rated Mazdoors and on availability of selected D.R.Ms from the selection process; services of the claimants/workmen were dispensed with. The management's witness Raj Kumar in the last paragraph of his affidavit has stated that the names of the workmen were not sponsored by the management. Though in the written statement the version of the management was that the name of Thakur Dass, Chura Mani and Geeta Nand had been sponsored by the Employment Exchange but Thakur Dass and Chura Mani did not qualify the screening test. The witness of the management was, however, not confronted with the said discrepancy. It is not the case of the workmen that the vacancies of Daily Rated Mazdoors were not filled through the Employment Exchange and the averment of the management in this regard is false. If the vacancies are filled up following the selection process the workman cannot claim the benefit of Section 25H of the Industrial Disputes Act. It is also important to note that the Telecom Department has imposed a ban on recruitment/engagement of casual labourers vide letter No. 269-4/93-STN-II dated 12-02-99. The Office Memo. Dated 12-02-1996, Annexure R-6 of the written statement on the record of ID No. 99 of 2KS has a mention of it. A copy of Office Memo is available on the record of other references also. According to it the powers of D.O.T. Officers to engage casual labourers either on daily or monthly wages direct or through contractors as well as the authority of the Accounts Officers for making payment to the labourers engaged on daily/monthly basis either direct or through contractors were withdrawn from immediate effect. I am, therefore, of the view that the provisions of Section 25H of the Industrial Disputes Act cannot be made applicable in the cases of workmen. Issue No.2 is decided against the workmen.

Point No. 3

After holding that the termination of the workmen was against the provisions of Section 25F of the Industrial Disputes Act, the question arises as to what reliefs are the workmen entitled to? The counsel for the workmen argued that in the case of Director Fisheries Terminal Division (supra) the Hon'ble Apex Court reinstated the workman with 20 per cent back wages and in the Telecom District Manager Telecommunication District Hamirpur Versus Shashi Kumar and another the award of the Tribunal for

reinstatement with full back wages and benefit of continuity of service was upheld by the Hon'ble High Court of Himachal Pradesh. A copy of the certified copy of the judgment has been filed. The judgment, however, does not fully support the case of the workmen regarding the reinstatement and entitlements to the wages with continuity of service. The Hon'ble High Court in para 8 has observed that after order of reinstatement extent of back wages depends upon facts and circumstances of each case. It cannot be said as a proposition of law that in no case a workman is not entitled to full back wages after reinstatement. Simultaneously it cannot also be said after reinstatement in every case, the workman is entitled to full back wages.

On the other hand the management has cited Secretary State of Karnataka & others Versus Uma Devi & others 2006(2)SCT 462 wherein the Apex Court observed that the poverty, unemployment and lack of quality of bargaining power is not grounds to regularize and absorb adhoc, temporary and casual employees in regular service...If such concessions are to prevail, they also come in employment in violation to the fundamental right of others to equal opportunity to compete and will lead to depriving a large number of other aspirants of an opportunity..... Adhoc, temporary and daily wage employees cannot claim regularization. However, they should be given preference on the basis of their experience at the time the same posts are filled on regular basis by open selection and condition of age bar should be waived off for them.

It is thus clear that the reinstatement, continuity of service and back wages cannot be claimed as a matter of right. Considering the fact that the services of the workmen were only of few months and they being Daily Rated Mazdoors would not have remained unemployed after the termination, I am of the view that in lieu of reinstatement and back wages a compensation of Rs. 25,000/- each will be sufficient and proper.

In ID No. 99/2K5 Thakur Dass Vs Telecom District Manager & another, in Case ID No. 390/2K5 Geeta Nand Vs Telecom District Manager & another, ID No. 100/2K5 Chattar Singh Vs Telecom District Manager & another and in ID No. 101/2K5 Chura Mani Vs Telecom District Manager & another the termination of the services of the respective workmen without notice and payment of retrenchment compensation is held illegal, unjustified and each of the workmen is entitled to get Rs. 25,000/- from the respondents in lieu of the reinstatement and back wages. The references are, answered accordingly. Let a copy of the award be sent to the Central Government for further necessary action and record be consigned after due compliance.

ASHOK KUMAR RASTOGI, Presiding Officer

नई दिल्ली, 19 जुलाई, 2010

सं. अ. 1959.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केंद्रा बैंक के प्रबंधन के सदस्य नियोजकों और उनके कार्यकर्ताओं के बीच, अनुबंध में विवाद औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, एरनाकुलम के पंचाट (संदर्भ संख्या 2/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-7-2010 को प्राप्त हुआ था।

[सं. एल-12011/107/2007-आई आर (बी-II)]

अनिल कुमार शर्मा, अनुभाग अधिकारी

New Delhi, the 19th July, 2010

S. O. 1959.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/2008) of the Central Government Industrial Tribunal/Labour Court, Ernakulam now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Canara Bank and their workmen, which was received by the Central Government on 13-7-2010.

[No. L-12011/107/2007-IR(B-II)]

ANIL KUMAR SHARMA, Section Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Presided by: Shri P.L. Norbert, B.A., LL.B., Presiding Officer

The 1st day of July, 2010/10th Ashadam, 1932)

I. D. 2/2008

The Secretary,
Canara Bank Workers' Organisation,
C/o. Canara Bank, Cantonment,
Trivandrum-695039.

By Adv. Smt. H. Subhalekshmi.

Management : The General Manager,
Canara Bank, Circle Office,
Mahatma Gandhi Road,
Trivandrum-695039.

By Adv. Sri P. Gopinath Menon.

This case coming up for hearing on 28-6-2010, this Tribunal-cum-Labour Court on 1-7-2010 passed the following :

AWARD

This is a reference made under Section 10(1)(d) of Industrial Disputes Act. The reference is :

"Whether the transfer of Smt. Syamala Kumari, Clerk working in Ernakulam South Branch of the Canara Bank falling in Trivandrum Circle to Calicut Circle vide orders dated 11th June, 2007 by the management of Canara Bank is a routine transfer as per Bank's Transfer Policy or to accommodate back in Trivandrum Circle, Senior employees deployed to

Calicut Circle during 2006 and 2007 ?" If it is for later purpose, how the employee can be compensated for her wrongful transfer ?"

2. The facts of the case in brief are as follows: Smt. T. Syamala Kumari while working as Clerk in Ernakulam South Branch of Canara Bank was transferred to Manjeri of Malappuram District, of Calicut circle on 11-06-2007. She made a representation to the management against the transfer. But that was not considered favourably by the bank. The worker has not joined duty in Manjeri so far.

3. According to the union which has espoused the cause of the worker the transfer is in violation of the provisions of settlement between management and the union as well as transfer norms of the management. She along with a few others were transferred to Calicut Circle in June 2007 for the purpose of retransferring some of the remembers of majority union from Calicut to Trivandrum Circle. Hence the union alleges mala fides in the transfer. It is also alleged that there is discrimination in choosing ladies alone for transfer to Calicut Circle. It is contended that the family problems of the worker prevents her from staying away from home.

4. The management contends that at the time of reorganisation of circles in August 2006 when Calicut circle was formed a few staff were required in Calicut Circle and thus transfers were effected. The management has ordered transfer of employees strictly in accordance with the transfer policy of the bank and as per the settlement between management and majority union. The worker was employed in and around Ernakulam for the last 27 years. She was working for about 5 years in the bank at South Branch when she was transferred to Calicut circle. The management has acted fairly and justly in the matter of transfer of the worker. The worker had raised the dispute before Assistant Labour Commissioner and had also filed Writ O.P. before High court. The Writ Petition was dismissed, against which she filed a Writ Appeal. It also ended in dismissal. Since the issue raised in the reference is already considered and answered by the High Court the present proceeding is barred by principles of constructive res judicata. It is due to administrative exigency that transfers were effected in 2007. The worker is not entitled to any relief.

5. In the light of the above contentions the following points arise for consideration :

1. Is the transfer illegal ?
2. Is the transfer actuated by mala fides ?
3. Reliefs, if any?

6. The evidence consists of the oral testimony of WW1 & 2 and documentary evidence of Exts. W1 to 4 on the side of the union and MW1 and Ext.M1 on the side of the management and Court Exts. X1 to X6 (summoned from the management at the request of union after the evidence was closed).

7. Point Nos.1 & 2 :— The first allegation of the union is that the transfer is actuated by mala fides. In November 2006 some of the employees were transferred to Calicut. Most of them were members of majority union (CBEU). The union prevailed upon the management and got them retransferred. In substitution the worker and a few others were transferred from Trivandrum circle to Calicut circle in June 2007. It is submitted that Ext. W4 circular of union would support this contention. Ext. W4 shows that the union had promised to get its members retransferred from Calicut circle within a period of 2 years. The 2nd contention of the union is that the transfer is in violation of Settlement dated 02-06-2005. As per Clause(ii) of schedule-VI of the settlement an employee can be deployed outside the district only within a distance of 100 kms. from his present place of posting. The worker was in Ernakulam South branch at the time of transfer. The distance from Ernakulam to Manjeri exceeds 100 kms. and hence it is in violation of the settlement. It is also alleged that she was about to complete 50 years when the transfer was effected. As per transfer policy, Ext. M 1 an employee who is 50 years of age is not to be disturbed from her present place. It was lastly contended by the union that the worker had lot of family problems in living away from her home. She belongs to Thripunithura. Her husband who is employed is an acute diabetic patient. Her parents are aged and she is the only child of her parents. She had even given up promotion to avoid transfer.

8. Ext. X-1 is a list of 15 employees transferred to Calicut circle from Trivandrum circle in November 2006. Out of them the transfer order of nine persons was withdrawn by the management as per Ext. X-2 list of November 2006. Hence in effect only six employees out of Ext. X-1 list were retained in Calicut circle. Again in January 2007 as per Ext. X 3 list 14 staff were transferred from Trivandrum circle to Calicut circle. Thus altogether 20 staff were transferred from Trivandrum circle to Calicut circle by January 2007. Ext. X4 is 2007 general transfer list of staff. In June 2007 as per Ext. X5 list 19 staff were transferred from Calicut circle to Trivandrum circle. On a perusal of Exts. X-1 to X-3 lists it is seen that the persons who were transferred as per Ext. X-5 list to Trivandrum circle include 6 persons retained in Calicut circle out of Ext. X-1 list and 13 persons out of 14 as per Ext. X-3 list. Thus all the employees transferred to Calicut circle in November 2006 as per Ext. X-1 list were retransferred to Trivandrum circle in June 2007. Ext. X -6 which is same as Ext. W-1 is a list of 19 employees transferred to Calicut circle in June 2007 including the worker.

9. However it is to be noted that the worker as well as some of other employees who were aggrieved by the transfer had approached the Hon'ble High Court of Kerala in Writ Petition 24661/2007 and 8 other O.Ps. Subsequently worker also filed O.P. 25882/2007 which was considered separately and nine writ O.Ps. were considered together and a common judgment was passed on 21-08-2007. All the contentions raised before this court were raised in O.Ps.

10. Regarding violation of the provisions of Bipartite settlement it was held by the Hon'ble High Court that what is mentioned in Clause (ii) of Schedule VI of settlement dated 02-06-2005 is deployment of staff outside the district and not transfer of staff. It is observed that both deployment and transfer are different and it is more clear from Clause (xiii) of the schedule VI which says that provisions on deployment are without prejudice to the provisions of paras 535 and 536 of Sasthy Award relating to transfer of workmen. Hence it is found that transfer effected from one district to another exceeding a distance of 100 kms. is not in violation of the provisions of settlement. High Court also found that there is no discrimination in selecting a few including the worker based on transfer norms. They are employees who had completed five years' service in respective places and were below the age of 50 years. It was observed that personal problems of aggrieved employees could be taken up before General Manager of the bank. The Writ Petitions were thus dismissed. On 23-08-2007 the Writ Petition filed by the worker was taken up and disposed off observing that the issues raised by the worker were substantially covered against her in the common judgment dated 21-08-2007 in nine Writ O.Ps. referred supra. In view of the further allegation of the workman that the transfer was to accommodate members of majority union it was observed by the Hon'ble High Court that since dispute was raised before conciliation officer this issue could be raised before adjudicatory authority and thus the Writ Petition was dismissed. The worker was not satisfied with the observation in O.P. She filed writ Appeal as WA 2297/2007 specifically taking up the plea of mala fides in the transfer. She submitted in appeal that it was for retransferring the members of majority union that worker and a few others were transferred to Calicut. In the light of the counter affidavit of the bank it was found in appeal that the transfer was effected on account of administrative exigencies since a new circle was formed in Calicut in the year 2006. It was also observed that the worker was in service in and around Ernakulam for the last 27 years and all the employees except the worker had joined the places to which they were transferred. If the worker has got any further grievance her remedy is to approach higher authorities of the bank. The appeal was therefore dismissed. Thus both in OP as well as in appeal all the contentions of the worker including the allegation of mala fides in the transfer were considered and answered by the Hon'ble High Court. The same issue cannot once again be reopened and raised before this court. The contention of the learned counsel for the union that the observation in the judgment in O. P. that the issue with regard to mala fides in transfer could be raised before adjudicatory authority is still available to the worker, is without merits. Had the union or the worker was satisfied with that observation of the High Court in O.P. no appeal would have been filed. In the appeal the specific contention was that the transfer was tainted with mala fides. This contention did not find favour with the division bench in Writ Appeal. Thus all the contentions raised by the union

were considered and decided on merits by the Hon'ble High Court in O.P. as well as in writ appeal. Therefore none of these aspects can be re-opened and determined by this court.

11. Point No. 3 :—(See Award portion).

In the result an award is passed finding that the transfer of Smt. T. Syamala Kumari from Ernakulam South Branch of Canara Bank of Trivandrum Circle to Calicut Circle as per order dated 11-06-2007 of the management is a routine transfer as per Banks Transfer Policy and it is legal and justified and is not actuated by mala fides. Hence the worker is not entitled for any relief.

The award will come into force one month after its publication in the official gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 1st day of July, 2010.

P. L. NORBERT, Presiding Officer
Appendix

Witnesses for the Union

WW1 — Ganesh H., Union secretary
WW2 — Syamala Kumari T., Worker.

Witness for the Management

MW1 — A. P. Janardhanan, Sr. Manager.

Exhibits for the Union

W1 — List of employees to be referred to Calicut circle. dt: 11-6-2007.
W2 — Representation of workman to management dt: 14-6-2007
W3 — Reply of management dt. 30-07-2007.
W4 — Circular of Canara Bank Employees' Union dt. 13-6-2007.

Exhibit for the management

M1 — Minutes of Joint Conference of management and Canara Bank Employees' Union held on 11-6-1980.

Court Exhibits

X1 — List of employees transferred to Circle Office, Calicut during November, 2006.
X2 — List of employees whose transfers were withdrawn.
X3 — List of employees transferred to Calicut Circle during January, 2007.
X4 — List of employees included in 2007 General Transfer.
X5 — List of employees transferred from Calicut Circle to Trivandrum Circle during June, 2007.
X6 — List of employees transferred to Calicut Circle during June, 2007.

P. L. NORBERT, Presiding Officer

नई दिल्ली, 14 जुलाई, 2010

का. आ. 1960.—औद्योगिक विवाद आयोग, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार द्वारा बैंक ऑफ इंडिया के प्रबंधन के संयुक्त नियोजकों और उनके कार्यकर्ता के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 28/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-7-2010 को प्राप्त हुआ था।

[सं. एल-12011/143/2006-आई.ए.डी. (बी. 11)]

अनिल कुमार शर्मा, अनुबंध अधिकारी

New Delhi, the 14th July, 2010

S. O. 1960.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 28/2007) of the Central Government Industrial Tribunal/Labour Court, Jaipur now as shown in the Annexure in the Industrial Dispute between the employees in relation to management of Union Bank of India and their workmen, which was referred by the Central Government on 13-7-2010.

[No. L-12011/143/2006-IB-11]

ANIL KUMAR SHARMA, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT JAIPUR

PRESENT: N. K. PUROHIT, Presiding Officer

I. D. 28/07

Reference No. L-12011/143/2006-IB(B-11) dated 13-7-2010

The General Secretary

Union Bank Employees Union

49, Raghu Vihar, Maharani Park, Durgapura, Jaipur

V/s

The Regional Head

Union Bank of India

Regional Office, B-100, University Marg

Bapu Nagar, Jaipur

AWARD

29-06-2010

1. The Central Government in exercise of powers conferred under clause (d) of Sub Section 1 & 17 of Section 10 of the Industrial Disputes Act 1947 has referred the following Industrial Dispute to this tribunal for adjudication which is as under.

"Whether the action of the management of Union Bank of India through Chief Manager, Jaipur in awarding the punishment for reduction two stages in the pay scale and reduction by one stage in the pay scale and warning to Shri Dinesh Chandra Rawat, Peon vide order No. ROJ: STT: 2-171/9498/03 dated

28-10-2003 is just and fair? If not, what relief the workman is entitled to and from which date?

2. Pursuant to the receipt of the reference, the registered notices were issued to both the parties. On perusal of the record, it appears that the applicant union has spoused the case of the workman Dinesh Chandra Rawat, but despite service of registered notice none has appeared on behalf of the applicant union.

3. An application was moved on behalf of non-applicant bank on 7-6-2010, wherein it has been mentioned that the said union on having the matter settled amicably with the bank has written a letter to this tribunal endorsing the copy of the same to the bank. Since the union is not pressing the dispute anymore, the award may be passed accordingly. In this regard the copy of the letter written by General Secretary, Union Bank Employees Union (Raj.) dated 21-4-2010 addressed to this tribunal has also been submitted. Subsequently, on 14-6-2010 an another application was submitted on behalf of the non-applicant stating therein that workman Dinesh Chandra has been promoted w.e.f. 7-6-2007. Therefore, there remained no dispute between the parties.

4. Heard the learned representative on behalf of the non applicant bank and perused the record.

5. Upon perusal of the copy of letter dated 21-4-2010 written by General Secretary, Union Bank Employees Union, it appears that the above letter was written in reference to this Tribunal notice dated 5-4-2010 wherein the Union has submitted as under:

"It is brought to the kind notice of Hon'ble Court that the matter was amicable settled. The present Regional Head of the Bank (Namely Mr. Ashok Jain) is a man of reasonable approach and kind enough to workmen Staff in redressing their genuine grievances with mutual discussions or at this own level (if the grievance is brought in his knowledge even by the workman himself. In such circumstances, the workman has no grievances and Union is withdrawing this particular dispute.

Your good-self is therefore, requested to allow this matter to rest for ever by closing it."

6. It is evident from the above letter written by the applicant union that no dispute remained between the parties and grievances of the workman stand redressed and there is no grievance left with the workman Shri Dinesh Chandra. Moreover, the applicant union has not filed any claim. It appears that applicant union is not willing to contest the case. Thus, under these circumstances there is no material on record before the Tribunal to adjudicate the reference on its merit. Resultantly no relief is required to be given to workman concerned and no claim award is passed in this matter. The reference under adjudication is answered accordingly.

7. Award as above.

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 16 जुलाई, 2010

का. आ. 1961.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार राज कुमारी अमृत कौर कॉलेज ऑफ नर्सिंग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं 1 नई दिल्ली के पंचाट (संदर्भ संख्या 1/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-7-2010 को प्राप्त हुआ था।

[सं. एल-42011/81/2006-आई आर(डीयू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 16th July, 2010

S. O. 1961.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1/2007) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1 New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to management of Raj Kumari Amrit Kaur College of Nursing and their workman, which was received by the Central Government on 16-7-2010.

[No. L-42011/81/2006-IR(DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL No. 1, KARKARDOOMA COURTS
COMPLEX, DELHI**

I. D. 1/2007

Shri Ram Chander S/o Shri Khem Chand,
R/o Qtr, No. 1/10, Raj Kumari Amrit Kaur College
of Nursing, Andrews Ganj, New Delhi

...Claimant

Versus

The Principal,
Raj Kumari Amrit Kaur College
of Nursing, Andrews Ganj, New Delhi

...Management

AWARD

Raj Kumari Amrit Kaur College of Nursing (hereinafter referred to as the College) imparts training to students of Masters of Nursing and Diploma of Nursing and Administration. Students from abroad and various parts of the country get nursing education in the College. They live in a hostel. The College authorities made an arrangement for a washerman to get clothes of the students washed. Washing charges are collected by the College and paid to the washerman, so engaged Shri Ram Chander was engaged by the College, vide letter dated 11-8-1988 for washing of clothes of students of nursing faculty, besides students in Administration. His services were disengaged

by the College from 15th of July, 2004, without assigning any reason. He was again given work by the College but w.e.f. 12-12-2004 his services were again disengaged, since it were no more required. He raised a disputes before the Conciliation Officer. When conciliation proceedings failed, the Government of N.C.T. of Delhi referred that dispute for adjudication to a Labour Court. The Labour Court came to a conclusion that Government of N.C.T. of Delhi was not the appropriate Government to make a reference of dispute to it. When Labour Court declined to adjudicate the disputes for want of jurisdiction, the claimant filed a claim before the Conciliation Officer (Central). Since conciliation proceedings failed, the appropriate Government referred the dispute to this Tribunal for adjudication, vide Order No.L 42011/81/2006-IR(DU), New Delhi, dated 9-1-2007, with following terms :

“Whether the action of the Principal, Raj Kumari Amrit Kaur College of Nursing, New Delhi in terminating the services of their workman Shri Ram Chander S/o Shri Khem Chand, w.e.f. 12-12-04 is legal and justified? If not, to what relief the workmann is entitled to?”

2. Claim statement was filed by the claimant pleading therein that the College is an Industry within the meaning of clause (j) of Section 2 of the Industrial Disputes Act, 1947 (in short the Act). He was appointed as a Dhobi by the College, vide appointment letter dated 11-8-1988. He was working with the College since then with sincerity and diligently. The College has no complaint of whatsoever nature against him. His services were terminated by the College on 15th of July, 2004 without any reason and complying the mandatory provisions of the Act. After termination of his services, he made a complaint before the Assistant Labour Commissioner, who issued notice to the College and the latter again started giving work to the workman. His services were again terminated by the College w.e.f. 12-12-2004. He was getting salary @ Rs. 2000/- per month. His services were terminated without any notice and payment of retrenchment compensation. No notice was served upon him, not to talk of conducting any domestic enquiry. He was not given facilities like overtime, leave encashment, bonus, payment for work on holidays and other legal benefits. When he demanded these facilities his services were terminated. Facilities like provident fund and E.S.I. coverage were also not provided to him. Work of Dhobi still exist with the College and after termination of his services some other person has been engaged. A legal notice was served upon the College on 2-8-2005. Despite service of the notice neither the College reinstated him nor any reply was sent. He claims reinstatement in services with continuity and full back wages.

3. Claim was demurred by the College pleading that there was no relationship of employer and employee between the parties. Claimant has no cause of action against the College since he was never been engaged as

an employee, for no post of Dhobi exists with the College. He was not paid out of the contingency fund, nor he was appointed against the post of Dhobi. By virtue of his position and status, the claimant did not answer the description of the “workman” as defined in clause(s) of Sec. 2 of the Act. It has been further pleaded that claim is barred by res-judicata, since the claimant approached the Central Administrative Tribunal with similar prayer, which application resulted in dismissal. It has further been projected that the College, being an educational institution imparts training to Nurses, hence it is not an industry within the meaning of clause (j) of Section 2 of the Act. It has been projected that the claimant was just washing private (personal) clothes of some students, who came from all the states and foreign nations. Principal of the college, with a view to help the students, engaged local washerman for washing their clothes on monthly contribution by the students. Arrangement for getting clothes of 60-65 students washed was made and in pursuance of that arrangement the claimant was engaged. This was a voluntary arrangement of the College. It has been denied that the claimant was paid Rs.2200 PM. as his wages. His engagement does not amount to appointment on the post of Dhobi. Since he was never appointed by the college, there was no question of terminating his services. There is no merit in his claim and it may be dismissed.

4. Claimant had examined himself in support of his claim. Shri Harish Maheshwari, Administrative Officer was examined on behalf of the College, No other Witness was examined by either of the parties,

5. Arguments were heard at the bar, Shri Rajesh Kumar, authorised representative, advanced arguments on behalf of the claimant. Shri Atul Bhardwaj, authorised representative, advanced arguments on behalf of the College. I have given my careful consideration to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:

6. First and foremost contention advanced by the College is that it is not an industry within the meaning of clause (j) of Section 2 of the Act. It has been asserted that the College imparts training to students of Master of Nursing and Diploma of Nursing education, besides students of Administration faculty. The claimant disputes that the College is not an industry, as defined by the Act. To appreciate submissions of rival parties, it is expedient to have a glance on definition of word “industry”, provided in clause (j) of Section 2 of the Act, which definition is extracted thus :

“Industry” means any business, trade, undertaking, manufacture or calling of employers and includes any calling, service, employment, handicraft, or industrial occupation or avocation of workmen”

7. The definition of “industry” is both exhaustive and inclusive. It is in two parts. The first part says that it

“means any business, trade, undertaking, manufacture or calling of employers” and then goes to say that it “includes any calling, service, employment, handicraft or industrial occupation or avocation of workman.” Thus one part defined it from the stand point of the employer, and the other part from the stand point of the employees. The first part of the definition gives the statutory meaning of the industry, whereas the second part deliberately refers to several other items of industry and bring them in the definition in an inclusive way. The first part of the definition determines any industry by reference to occupation of employers in respect of certain activities viz., business, trade, undertaking, manufacture or calling. The second part views the matter from the angle of employees and is designed to include something more in what the term primarily denotes. By this part of the definition any calling, employment, handicraft, industrial occupation or avocation of workmen is included in the concept of industry. This part gives extended connotation,

8. Gloss was put on the definition of word “industry” by the High Courts and the Apex Court time and again. The question as to what is “industry” has continuously baffled and perplexed the courts. A graph of the cases decided by the Apex Court, if plotted on the background of the expression used in two parts of the definition of “Industry”, would represent rather a zig zag curve. There have been various judicial ventures in this rather volatile area of law. The decided cases show that the efforts were made to evolve test by reference to characteristics regarded as essential for constituting an activity as an “Industry”. Various cases would show that the Apex Court has been guided more by empirical rather than a strictly analytical approach. Most of the decision have centered around the expression “undertaking” used in the definition. In *Bangalore Water Supply and Sewerage Board (1978 Lab.I.C. 778)* the Apex Court reviewed the earlier decisions on interpretation of the wide words encompassed in the definition and formulated positive and negative principles for identifying “industry” as enacted by clause (j) of Section 2 of the Act. It would be expedient to reproduce the authoritative pronouncement of the Court, in the very words set out in the majority decision, handed down by justice Krishna Iyer, which are extracted thus :

1. “Industry” as defined in S.2(j) and explained in *Banerji (AIR 1953 S.C.58)* has a wide import.

- (a) Where (i) systematic activity, (ii) organized by Co-operation between employer and employee (the direct and substantial element is chimerical) (iii) for the production and /or distribution of goods and services calculated to satisfy human wants and wishes (not spiritual or religious but inclusive, of material things or services geared to celestial bliss i.e. making, on a large scale prasad

or foods) *prima facie*, there is an “industry” in that enterprise.

- (b) Absence of profit motive or gainful objective is irrelevant, be the venture in the public, joint, private or other sector.
- (c) The true focus is functional and the decisive test is the nature of the activity with special emphasis on the employer-employee relations.
- (d) If the organization is a trade or business it does not cease to be one because of philanthropy animating the undertaking.

II. Although Section 2(j) uses words of the widest amplitude in its two limbs, the remeaning cannot be magnified to overreach itself.

- (a) “Undertaking” must suffer a contextual and associational shrinkage as explained in *Banerjee* and in this judgement, so also, service, calling and the like. This yields the inference that all organized activity possessing the triple elements in I(supra), although not trade or business, may still be ‘industry’ provided the nature of activity, viz. the employer-employee basis, bears resemblance to what we find in trade or business. This takes into the fold ‘industry’ undertaking, calling and services, adventures, “analogous to the carrying on the trade or business”. All features, other than the methodology of carrying on the activity viz in organizing the co-operation between employer and employee, may be dissimilar. It does matter, if on the employment terms there is analogy.

III. Application of these guidelines should not short of their logical reach by invocation of creeds, cults or inner sense of incongruity or outer sense of motivation for or resultant of the economic operations. The ideology of the Act being industrial peace, regulation and resolution of industrial disputes between employer and workmen, the range of their statutory ideology must inform the reach of the statutory definition. Nothing less, nothing more

- (a) The consequences are (i) profession, (ii) clubs, (iii) education institutions, (iv) co-operatives, (v) research institutes, (vi) charitable projects and (vii) other kindred adventures. If they fulfil the triple tests listed in I (supra), cannot be exempted from the scope of Section 2(j),
- (b) A restricted category of professions, clubs, co-operatives and even gurukulas and little research labs may qualify for exemption’ if in simple ventures, substantially, and going by the dominant nature criterion, substantively no employees are entertained but in menial matters, marginal employees are hired without destroying the non-employee character of the unit.

- (c) If, in a pious or altruistic mission many employ themselves, free or for small honoraria or like return, mainly drawn by sharing in the purpose or cause, such as lawyers volunteering to run a free legal services clinic or doctors serving in their spare hours in a free medical centre or ashramites working at the bidding of the holiness, divinity or like central personality, and the services are supplied free or at nominal cost and those who serve are not engaged for remuneration or on the basis of master and servant relationship, then, the institution is not an industry even if stray servants, manual or technical, are hired. Such eleemosynary or like undertakings alone are exempt not other generosity, compassion, developmental passion or project.

IV. The dominant nature test:

(a) Where a complex of activities, some of which qualify for exemption, other not, involves employees on the total undertaking, some of whom are not "workmen" as in the University of Delhi case (AIR 1963 S.C.1873) or some departments are not productive of goods and services if isolated, even then, the predominant nature of the services and the integrated nature of the departments as explained in the Corporation of Nagpur (AIR 1960 S.C.657) will be the true test. The whole undertaking will be industry although those who are not "workmen" by definition may not benefit by the status.

(b) Notwithstanding the previous clause, sovereign functions, strictly understood (alone) qualify for exemption, not the welfare activities or economic adventures undertaking by govt. or statutory bodies.

(c) Even in department discharging sovereign functions, if there are units which are not sovereign and they are substantially severable, then they can be considered to come within S.2(j).

(d) Constitutional and competent legislative provisions; may remove from the scope of the AI categories which otherwise may be covered thereby.

V. We overrule *Safdarjung* (AIR 1970 S.C. 401), *Solicitors' case* (AIR 1962 S.C. 1080), *Gymkhana* (AIR 1968 S.C. 554), *Delhi University* (AIR 1963 S.C.1873), *Deburaj Chirji Hospital* (AIR 1975 SC 2032) and other ratios whose ratio runs counter to the principles enunciated above and the *Hospital Mazdoor Sabha* (AIR 1960 SC 64) is hereby rehabilitated."

9. Principles laid down in *Bangalore Water Supply & Sewerage Board* (supra) holds ground. Therefore, the controversy raised in the present matter will be resolved in view of the law laid by the Apex Court in the above precedent. *Shri Harish Maheshwari project* that the college imparting training to Masters of Nursing and Diploma of Nursing of Students besides management's students,

As an educational institution, having students are provided the education and other amenities. It is not an industry that is not covered by the definition, not part of the business or profession; therefore, the apex court has ruled that of welfare or educational or social or ambit industry, it is not an industry.

10. The question of whether an educational institution is an "industry" was answered by the Corporation of Nagpur (supra) and the affirmative nature of the finding was as to whether the employees of a private person or a corporation or an Apex Court has held that it is an "industry" for workmen, not workmen, (ii) the employees are assimilated to the employees of the "calling" or service industry under section 2 of the Act and in the *Sewerage Board* (supra) case, it is held that the employees of the Board are entitled to join the period. The true test is the predominant nature of the activity being carried out. In the case of the University, the predominant nature of the activity is education, being a service to the community and there may be any number of employees in the institution, such as a principal, teachers and clerical and medical staff, etc., but from the teaching and learning operations viewed separately, they may be treated as an industry. The Apex Court observed that the *Safdarjung* was wrongly decided and distinguished as an industry.

11. In *Haryana Board of Technical Education*, the Apex Court held that the Board is not a body corporate and is not a body within the second category of the undertaking of the municipality. The concept of "industry" even though it is not a body corporate. The court reiterated that the Board is regarded as analogous to the Board and would fall within the meaning of section 2 of the Act. In the *Haryana Board* case, the Court relied precedent in *Safdarjung* and it would be sufficient that the Board is analogous to the municipality and involves cooperation between the employees. This result was in the meaning of the expression "other adventures not strictly of a commercial or similar". Reference can also be made to *Club Employees' Union* (supra).

When standard Institute [1966 (1) L.J. 33] the test suggested that in order to be recognized as an industry, whether for labour or business, the activity must be a continuous activity in the sense that it is a continuous series of work or material services. In *Swamji Board* [1966 (1) L.J. 33] the court held that an activity is automatically an industry when it is for the production or distribution of goods or services to the community at large, and when the community with the help of employees is engaged in it. In *Swamji*, it was said to involve a continuous relationship between the employer and employee for the purpose of satisfying material human needs but not for the purpose of making a profit. It is not a lack of profit motive which is decisive or capital investment which is essential for an activity to be an industry. It is not sufficient to say that an activity is an industry because it is conducted for the purpose of making a profit. The fact that the activity is conducted for the purpose of making a profit will not prevent it from being an industry if other factors are considered.

As emerge out of the facts testified by the claimant and the college, it is a professional education institution. They get education for post graduate and diploma in the field of Nursing. Education in the field of Nursing is also imparted to the students in the college. By imparting education to the students, the college provides material services to the community at large. The college is being provided to the students and those services are organized by cooperation between faculty members of the college and its employees and those services are being carried on in a manner in which trade/business is being organized. Therefore, all attributes of an industry are answered. Mere fact that there was no profit motive, activity would not take out those activities out of the scope of 'industry' as defined in clause (J) of section 2 of the Act. Consequently it is concluded that the college is an industry and contention advanced by the College are rejected.

14. Claimant has testified that he was appointed as a Dhobi by the College, vide appointment letter dated 11th August, 1988. Since then he was working with the College and doing his duties. His services were terminated vide letter dated 12th December, 2004 without any reason. He made a complaint to the Labour Commissioner and thereafter the College was directed to pay him compensation. After 12th December, 2004 the college was not giving work to him and terminated his services. During the course of his cross examination, it is seen that Principal of the College had appointed him on the post of Dhobi. His name was not sponsored by any person, except that he was appointed directly, when his brother left the services of the College. His brother, named as a Dhobi was a regular employee of the College.

He details that he was paid @ Rs. 2200 PM, sometimes @ Rs. 2300 PM and sometimes Rs. 2400 PM.

15. Shri Maheshwari testified that claimant was washing clothes and his wages were being paid out of the fund maintained by the students. There was no relationship of master and servant between the parties. However, he concedes that the claimant had never received washing charges directly from the students. The College used to collect washing charges from these students and pay to the claimant monthly. Since claimant was not an employee of the College, there was no question of granting facilities of P.F. and E.S.I. to him. There was no post of Dhobi available with the College, hence there was no question of terminating his services.

16. For appreciation of rival facts unfolded by the parties, it would be scanned in the light of the documents proved by the parties. Claimant had proved letter dated 11th August, 88 as Ex. WW1/1 and asserted that on the strength of that letter he was appointed as a Dhobi by the College. Therefore, it is expedient to peruse the contents of this letter, which are extracted thus :

"Shri Ram Chander S/o Shri Khem Chand has been engaged for washing the private clothes of M.N. and Diploma in Nursing Education and Administration students in place of Shri Hari, Dhobi who is going abroad, with effect from 9th August, 1988 until further order. There will be no other change in the work of other Dhobies."

Sd/

(Mrs Bandana Bhattacharya)

Principal,

RAK College of Nursing,

New Delhi.

Contents of Ex. WW1/1 makes it clear that Shri Ram Chander was engaged for washing private clothes of Masters of Nursing and Diploma in Nursing Education students, in place of Hari dhobi who was going abroad. Work of other dhobis, who were engaged by the college, remained unchanged. Neither emoluments of Shri Ram Chander nor other terms and conditions, under which services of Shri Ram Chander were engaged, are detailed in this letter. Much stress has been laid by the claimant on Ex. WW1/1 to project that he was appointed on the post of Dhobi, on the strength of this document. Consequently it is expedient to construe the word "engaged", which is keyword of Ex. WW1/1.

17. Dictionary meaning of word "engage" is to attract or involve, employ or hire, enter in to a contract to do, participate or become involved, enter in to combat with, morally committed to a particular cause, pledge to be married, betrothed, occupied or busy. In *Benninga* (1946 K.B.58) word engaged was defined. It was announced therein that word "engaged" is a deplorably ambiguous. An employer engages a servant when he makes an agreement with him

for his services. A workman is engaged on work when he is actually carrying it out. In fact, "engage" of a master has an entirely different meaning from "engaged" in of a workman. When it is said that a person is engaged in any business, it usually means he is engaged mainly or principally in that business, and the same would be the position, when relevant clauses refers to an establishment engaged in the specified 'industry'. That is, common sense view which is consistent with the current and expected denotations of the words "engaged in". Reference can be made to National Projects Construction Corporation Ltd. [1969 (74) ITR 465].

18. A person acting under the direction of another is obviously employed by the person under whose directions he is performing the job. Legal connotation of word "employed" is well known. It connotes existence of relationship of master and servant between the employer and the employee. In other words, it involves the concept of employment under a contract of service. The word "employed" does not necessarily mean employed in casual work. It may merely mean "keeping (him) in the service". Where A agreed with B that he, as solicitor of the company, should receive and accept a salary at Rs. 1200 per annum, instead of sending him the annual bill of costs, and would act for the company for that salary, in all matters connected with the company, with certain exceptions, it may be pertinent to determine what are the obligations upon the parties to such an agreement. It appears that for a year, at least, the attorney would be bound to transact the general business of the company for that salary only, and A would be bound for the same period at least to keep him in his retainer and employment as an attorney and solicitor; though A might have no work to do. Similarly, medical advisers may be employed at a salary to be ready in case of illness, members of theatrical establishments in case their labours should be needed; household servants in performance of their duty when their masters wish; in these and other similar cases, the requirements of actual service is distinct from the employment by the party employing. The test which has to be applied in determining the question as to whether a person is employed in a commercial establishment is whether he is wholly or principally employed in connection with the business of the said establishment. As soon as it is shown that the employment of the person is either wholly or principally connected with the business of the establishment, he falls within the definition of an employee. Reference can be made to T. Devdasan [1972 (25) F.L.R. 226].

19. A person will be an employee, if he is employed for wages in or in connection with the work of an establishment or if he is directly employed by the principal employer on any work of or incidental or preliminary to or connected with the work of the establishment or if he is employed by or through an immediate employer on the premises of the establishment or if his services are

temporarily lent or let on hire to the principal employer by the person with whom the person whose services are so lent or let on hire has entered into contract of service. The term also includes any person employed for wages connected with the administration of the establishment or any part, department or branch thereof with the purchase of raw material for or the distribution or sale of the products of the establishment. Reference can be made to Gnanambikai Mills Limited [1974 (2) LLJ 530]. The word "employee" takes within its sweep any person wholly or mainly employed on wages by an employer in or in connection with any trade, business or manufacture carried on by him. Existence of a jural relationship of master and servant is the main attribute of the word "employee". It involves the concept of employment under a contract of service; in contradiction to contract for service.

20. In Food Corporation of India [1985 III LJ (4)] the Apex Court ruled that the expression "employed" has at least two known connotations, viz. relationship brought by express or implied contract of service in which the employee renders service for which he is engaged by the employer and the latter agrees to pay him in cash or kind, as agreed between them. It discloses a relationship of command and obedience as essential condition for a person being an employee and that there should be, in other words, a relationship between the employee and him as that of master and servant. Where a contractor employs a workman to do work which is connected with a third person, the workman of the contractor would not, without something more, become the workman of the third person.

21. In the light of the definition of the word "engaged" and "employed", it would be ascertained as to whether Ex.WW1/1 brings it over the record that Shri Ram Chander was engaged by the College in its services. As detailed above, the letter speaks that the College proposed to engage Shri Ram Chander "for washing of private clothes of students, in place of Shri Hari Dhobi w.e.f. 9-8-1988". Now it is to be ascertained as to whether the word "engaged" makes it clear that Ram Chander was employed by the College in its service. As detailed above, wages and terms and conditions of service are not detailed in letter Ex.WW1/1. Ex. WW 1/ A 'Vacuum as to wages and terms and conditions of service relegates Ex. WW 1/1 to a pedestal lower than that of an appointment letter. Even otherwise documents Ex.WW1/7 to Ex.WW1/31 throw light on the factum of relationship brought into existence by the parties. Ex.WW1/7 highlight that for September, 1998 a sum of Rs.2010 was paid to the claimant. In October, 1998, a sum of Rs. 960 was paid to the claimant. In the like manner, he was paid a sum of Rs.2640 for November, 1998, a sum of Rs. 2280 for December, 1998, a sum of Rs. 1000 for January, 1999, a sum of Rs. 1800 for February, 99, sum of Rs.2340 for March, 99, a sum of Rs. 2040 for April, 1999, for May 99 a sum of Rs. 1200, for July, 99 a sum of Rs. 4580, for

September, 99, a sum of Rs. 3600, for October, 99 a sum of Rs. 1800, November, 99, a sum of Rs. 4020, for December, 99, a sum of Rs. 2990, for January, 2000, a sum of Rs. 960, for February, 2000, a sum of Rs. 4020, for March, 2000, a sum of Rs. 2520, for April, 2000, a sum of Rs. 3540, for May, 2000, a sum of Rs. 2520, for July to August, 2000, a sum of Rs. 2970, a sum of Rs. 2220 for September, 2000, a sum of Rs. 1200, for October 2000, a sum of Rs. 3240 for November, 2000 a sum of Rs. 2340 for December, 2000. Facts detailed in above documents make it clear that Shri Ram Chander was paid for number of clothes washed by him in a particular month. He was paid as per number of clothes washed, which proposition gives meaning to the word "engaged" as used in Ex. WW 1/1.

22. A distinction has always been drawn between "contract for service" and "contract of service". In one case the master can order or require what is to be done, while in the other case he cannot only order or require what is to be done, but how it shall be done. The distinction is under a contract of service, a man is employed as a part of the business and work is done as an integral part of the business, while under contract for service, his work, although done for the business, is not integrated into it but is only accessory to it. But the test of being a servant does not rest now a days on submissions to orders. It depends on whether person is part and parcel of the organization.

23. Mere existence for a contract of service would not confer a relationship of employer and employee until the employer is in a position to control the work of the employee. A master is one who not only prescribes to the workman the end of his work, but directs or at any moment may direct the means also, or, as it has been put, "retains the power of controlling the work". An independent contractor is one who undertakes to produce a given result but so that in the actual execution of the work he is not under the order or control of the person for whom he does it, and may use his own discretion in things not specified before hand.

24. Identification mark of servant is that he should be under the control or supervision of the employer in respect of details of his work. It is element of control of work, that distinguishes the relationship of master and servant. But that relationship may have a bearing on the result. Who is the pay master, who can dismiss, how long the service lasts, all have to be kept in mind, to adjudicate relationship of employer and employee between the parties. Here in the case claimant was engaged for washing of private clothes of the students and paid as per number of cloth washed by him in a particular month. The College required of him to wash clothes of the students, but never required as to how and when those clothes were to be washed. No working hours or place of work were prescribed. There was no restriction on him to wash clothes personally. He was free to get it washed from some one. All these facts

make it clear that he was engaged for contract for service and not for contract of service. He was an independent contractor and not an employee of the College.

25. There is other facet of the coin. Shri Harsih Maheshwari unfolds that the college used to collect washing expenses from the students, which fact is depicted by documents Ex.MW1/3 to Ex.MW1/67. When these documents are perused, it surfaced over the record that different amount of washing charges were collected from different students. In some months no washing charges were collected from some of the students. These aspects substantiate theory that the students, who got clothes washed, were made to pay charges as per number of clothes got washed. Even otherwise, claimant projects that at one point of time his services were terminated and he made a complaint to Assistant Labour Commissioner. When Assistant Labour Commissioner initiated action, he was again given work by the management. He now here claims that his services were reinstated. Therefore, the claimant agitates that work was given to him by the management. There is no dispute that the claimant used to perform that work at the place of his choice, without any restriction of engaging someone to perform the work on his behalf. Consequently these aspects also highlight that work was assigned to the claimant as an independent contractor and not as an employee. His engagement as a washerman on the strength of Ex.WW1/1 was not as an employee. It was a relationship of contract for service. Consequently it is evident that the claimant has not been able to establish that he was an employee of the management.

26. When relationship of employer and employee between the parties has not been established, claimant cannot invoke the jurisdiction of this tribunal for adjudication of his dispute, when the contract was snapped. He was not entitled for notice or pay in lieu thereof and retrenchment compensation. His disengagement does not amount to retrenchment as defined in clause (oo) of Section 2 of the Act. No relief is available to the claimant. His claim statement is liable to be dismissed. Hence his claim statement is dismissed and an Award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dated : 28-6-2010

Dr. R. K. YADAV, Presiding Officer
नई दिल्ली, 20 जुलाई, 2010

का. आ. 1962.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार आई.ओ.सी.एल. एल.पी.जी. बौटलिंग प्लांट एवं टेकदार मैसर्स विजय इंजीनियरिंग वर्क्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं 1, दिल्ली कडकडडूमा के पंचाट (संदर्भ संख्या 73/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-7-2010 को प्राप्त हुआ था।

[सं. एल.-30011/54/2007-आई आर(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 20th July, 2010

S. O. 1962.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 73/2007) of the Central Government Industrial Tribunal/Labour Court, No. 1, Karkardooma Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of IOCL LPG Bottling Plant and M/s. Vijay Engineering Works and their workman, which was received by the Central Government on 12-7-2010.

[No. L-30011/54/2007-IR(M)]

KAMAL BAKHURU, Desk Officer

ANNEXURE

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL No. 1, KARKARDOOMA COURTS
COMPLEX, DELHI**

I. D. No. 73/2007

Shri Ravinder Yadav,
through Delhi State Kamgar Union,
Balmukund Khand, Giri Nagar, Kalkaji,
New Delhi

... Workman

Versus

1. The Sr. Plant Manager,
IOCL, LPG Botling Plant,
Madanpur Khadar,
New Delhi-110078.

2. M/s. Vijay Engineering Works,
348/4, Govindpuri, Kalkaji,
New Delhi-110019.

... Management

AWARD

Ravinder Yadav was employed as a helper by Shri Vijayan, proprietor of Vijay Engineering Works. (hereinafter referred to as the contractor). Contract of maintenance work was awarded by Indian Oil Corporation, Madanpur Khadar Plant, New Delhi (hereinafter referred to as the management) to the contractor. The contractor had engaged Shri Ravinder Yadav in the year 2000. Shri Yadav worked with the contractor upto mid of August, 2006. When work was not awarded to the contractor by the management in the month of October and November, 2006, services of Shri Yadav were disengaged by the contractor. Shri Yadav raised a dispute before the Conciliation Officer, who served a notice to the management as well as the contractor. Since conciliation proceedings failed, the appropriate Government referred the dispute to this tribunal for adjudication, vide Order No. L-30011/54/2007-IR(M) New Delhi dated 24-10-2007, with the following terms:

“Whether termination of the workman Shri Ravinder Yadav w.e.f. 16-8-2006 by M/s. Vijay Engineering Works, Contractor of IOCL is just, fair and reasonable, to what relief the workman concerned is entitled to and from which date?”

2. Claim statement was filed by Shri Ravinder Yadav pleading therein that he was working as a helper in the management. He was doing his job under the supervision of Sr. Plant Manager of the Management. He was working under his control and supervision. On 9-8-2006, he could not report for his duties. On 10-8-2006, he did not join his duties, but was not allowed to enter the premises of the management. On 16-8-2006 he was told that his job has come to an end. Management was his employer while the contractor was interfering in the management, who was having no license. He was engaged with a view to deprive the workman of his genuine and legal rights. He is unemployed since the termination of his services. He claims remuneration for services of the management with continuity of wages.

3. Management had demurred the claim. It was stated that the claimant was engaged by M/s. Vijay Engineering Works, the contractor, from June, 2000. He was never engaged by the management. There was no privity of contract between the claimant and the management. It has been denied that the claimant was interposed with a view to deny benefits to the management. It has been pleaded that reference was made by the appropriate Government to this tribunal for awarding any relief and it was not liable to be referred to this tribunal.

4. No written statement was filed by the contractor.

5. Claimant has examined himself in support of his claim. Shri N.K. Mangla (MW) and Shri V. K. Singh were examined on behalf of the management. A witness was examined by either of the parties.

6. Arguments were heard on the behalf of Shri Kaushik, authorised representative, advanced on behalf of the claimant. Shri Rajat Arora, authorised representative, advanced on behalf of the management. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the evidence. My findings on issues involved in the dispute are as follows:

7. In his affidavit (Ex. WW1) A. K. Singh deposed that he was working as a helper at the plant of the management since 2000. His last drawn wages were Rs. 1000/- per month. He was performing his duties under the supervision of Sr. Plant Manager. On 9-8-2006, he was not allowed to enter the premises. On 10-8-2006, his services were terminated. The management was his employer, while a contractor was interfering in the management.

his legal dues. During the course of his cross examination claimant concedes that his wages were paid to him by the contractor. He hastens to add that management used to pay wages of four persons to contractor, who in turn used to pay his wages along with others. Plant Manager and contractor terminated his services on 16-3-06. He admits that no appointment letter was issued in his favour by the management. He further admits that M/s. Vijay Engineering Works used to deduct his contribution towards provident fund. He concedes that register kept by Vijay Engineering Works bears his signatures in token of the fact that his wages were paid to him by the contractor. Photo copy of the wage register Ex.WW1/M1 to Ex.WW1/M63 bear his name and signatures. Ex.WW1/M64 is the copy of his ESI Card.

8. Shri N.K.Mangla, Manager (Plants), testified that M/s. Vijay Engineering Works was awarded contract for maintenance work at Madanpur Khadar Plant of the management. The claimant was working with the contractor, who used to pay his wages. During the course of his cross examination, he projects that the claimant used to remain present inside the plant along with the contractor. For certain works contract was awarded as per exigencies to M/s. Vijay Engineering Works. Identity Card Ex.MW1/W20 and Ex.MW1/W21 (which were earlier marked as X-1 and X-2) were issued to the claimant.

9. Shri Vijayan had testified that claimant was engaged with him as a helper. He used to assign and supervise work of the claimant. His wages were paid by him to him. He used to pay provident fund and E.S.I. contribution to the claimant. He made contribution towards provident fund. Vide documents Ex.MW1/1 to Ex.MW1/8. Photo copy of ESI card of the claimant is Ex.MW2/W10. Photo copy of wage register are Ex.WW1/M1 to Ex.WW1/M63. During the course of cross examination, he unfolds that when his work decreased he disengaged services of the claimant. When work again increased he sent a message to the claimant to come and resume his job. He projects that he is ready to give job to the claimant.

10. Out of facts detailed by the claimant, Shri N.K.Mangla, Shri Vijayan and documents proved by them, it emerge over the record that the claimant was an employee of the contractor. Identity card Ex.MW1/W20 and Ex.MW1/W21 bring it over the record that the claimant was working with M/s Vijayan Engineering Works and in that capacity he was permitted to enter the premises of Madanpur Khadar Plant of the management. Photo copies of wage register Ex.WW1/M1 to Ex.WW1/M63 go to establish that the claimant was an employee of the contractor. Provident fund documents Ex. MW2/1 to Ex.MW2/3 and ESI Card Ex. MW2/10 give reaffirmation to that fact. Therefore, it is emerging over the record that the claimant was engaged by M/s. Vijay Engineering Works, to whom plant maintenance work was awarded by the management. Claimant used to work as helper with Vijay

Engineering Works, to carry out the work awarded to the contractor. When work decreased Shri Vijayan disengaged services of the claimant. Consequently it stands established that the claimant was an employee of M/s. Vijay Engineering and there existed no relationship of employer and employee between the claimant and the management.

11. In the reference order, the appropriate Government has referred a proposition as to whether termination of the claimant by M/s Vijay Engineering Works contractor of I.O.C.L. is just, fair and legal. M/s. Vijay Engineering, a private contractor, carries out maintenance work awarded to it by the management. Question for consideration comes as to whether the Central Government is the appropriate Government for making a reference of the aforesaid dispute to this Tribunal. For an answer provisions of clause (a)(i) of Section 2 of the I.D.Act, 1947 (in short the Act) shall be taken into consideration, which provisions are extracted thus :

“(a)appropriate Government means—

- (i) in relation to any industrial dispute concerning any industry carried on by or under the authority of the Central Government or by a railway company or concerning any such controlled industry as may be specified in this behalf by the Central Government or in relation to an industrial dispute concerning a Dock Labour Board established under Section 5A of the Dock Workers (Regulation of Employment) Act, 1948(9 of 1948), or the Industrial Finance Corporation of India Limited formed and registered under the Companies Act, 1956 (1 of 1956) or the Employees' State Insurance Corporation established under section 3 of the Employees' State Insurance Act, 1948(34 of 1948), or the Board of Trustees constituted under section 3A of the Coal Mines Provident Fund and Miscellaneous Provisions Act, 1948(46 of 1948), or the Central Board of Trustees and the State Boards of Trustees constituted under section 3A of the Coal Mines Provident Fund and Miscellaneous Provisions Act, 1948(46 of 1948), or the Central Board of Trustees and the State Boards of Trustees constituted under section 5A and section 5B, respectively, of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), or the Life Insurance Corporation of India established under section 3 of the Life Insurance Corporation Act, 1956 (31 of 1956), or the Oil and Natural Gas Corporation Limited registered under the Companies Act, 1956(1 of 1956), or the Deposit Insurance and Credit Guarantee Corporation established under section 3 of the Deposit Insurance and Credit Guarantee Corporation Act, 1961 (47 of 1961),

or the Central Warehousing Corporation established under section 3 of the Warehousing Corporations Act, 1962 (58 of 1962), or the Unit Trust of India established under section 3 of the Unit Trust of India Act, 1963 (52 of 1963), or the Food Corporation of India established under section 3, or a Board of Management established for two or more contiguous States under section 16, of the Food Corporations Act, 1964 (37 of 1964), or the Airports Authority of India constituted under section 3 of the Airports Authority of India Act, 1994 (55 of 1994), or a Regional Rural Bank established under section 3 of the Regional Rural Banks Act, 1976 (21 of 1976), or the Export Credit and Guarantee Corporation Limited or the Industrial Reconstruction Bank of India Limited, the National Housing Bank established under section 3 of the National Housing Bank Act, 1987 (53 of 1987) or an air transport service, or a banking or an insurance company, a mine, an oil field, a Cantonment Board, or a major port, the Central Government shall be the appropriate Government.

“In relation to any other industrial dispute, the State Government.”

Who shall be the appropriate Government for the purpose of the Act? Answer has been provided in clause (a)(ii) of the Act, which contemplates that in relation to any other industrial dispute than those referred in clause (a)(i) the State Government is the appropriate Government. However, this Tribunal is not oblivious of the proposition that the territory of Delhi enjoys a special status under the Constitution. Delhi is a Union Territory having some special provisions with respect to its administration. Article 239 of the Constitution speaks that every union territory shall be administered by the President acting, to that effect, through an administrator to be appointed by him with such designation as he may specify. Article 243A makes special provisions with respect to the union territory of Delhi wherein it provides that the union territory of Delhi shall be administered by the President acting through the Lieutenant Governor of Delhi and the National Capital Territory of Delhi and an administrator therefor appointed in Article 239 shall be designated as the Lieutenant Governor. There shall be a Legislative Assembly, and provisions of Articles 324 to 328 shall apply in relation to the Legislative Assembly of the National Capital Territory of Delhi as they apply in relation to a State. The Legislative Assembly shall have power to make laws for the whole or any part of the National Capital Territory with respect to the matters enumerated in the Union List or the Concurrent List except the matters relating to entries 1, 2 and 18 of the State List and entries 54, 57 and 66 of that list, in so far as they relate to the matters in entries 2 and 18. The Council of Ministers shall be appointed by the Chief Minister to aid and advise the

Lt. Governor in exercise of his functions in relation of the matters with respect to which the Legislative Assembly has power to make laws. In case of difference of opinion between Lt. Governor and his ministers on any matter, the Lt. Governor shall refer it to the President for decision and act according to the decision given thereon by the President and pending such decision the Lt. Governor is competent to take action in urgent matters. The Chief Minister shall be appointed by the President and Ministers shall be appointed by the President on the advice of the Chief Minister. Therefore, it is evident that though a Legislative Assembly is there in National Capital Territory of Delhi, yet it is a union territory administered by the President through the Administrator appointed by him. In case of difference of opinion between the Administrator and the Ministers, it is the decision of the President that prevails. Consequently the State Government merges with the Centre when Lt. Governor administers the Union Territory or in case of difference of opinion where the President decides the issue.

13. State Government has been defined in clause (60) of section 3 of the General Clauses Act, 1897, in respect of anything done or to be done after commencement of the Constitution (7th Amendment) Act, 1956 in a case of State, the Governor and in a Union Territory, the Central Government. Therefore, it is evident that for a Union Territory, no distinction has been made between the State and the Central Government. The President administers the Union Territory, through an Administrator appointed by him. In case of National Capital Territory of Delhi, it is being administered by the President though the Lieutenant Governor. Though there is a legislative Assembly and Council of Ministers, yet in case of difference of opinion between the Lieutenant Governor and Council of Ministers, the decision of the President shall prevail, which fact make it clear that for the purpose of administration of the union territory, the Central and the State Government merges over certain matter.

14. High Court of Delhi was confronted with such a proposition in *M.K. Jain* (1981 Lab. I.C.62) wherein it was laid as follows: “The award was sought to be voided, inter alia, on the ground that by virtue of the constitution and composition of the Corporation, Central Government was the only authority competent to make a reference of the dispute to the Industrial Court and that the reference by the Lieutenant Governor of Delhi was, therefore, in excess of powers. Even otherwise no exception could be taken to the order of reference, even if it be assumed that Central Government was the appropriate Government, in as much as the distinction between the Central and the State Government in relation to the Union Territory in our constitutional framework is rendered illusory. Union Territory is administered by the President of India under Article 239 of the Constitution of India, acting to such

extent as he thinks fit. Therefore the Administrator, to be appointed by him, in the case of Union territory, there is an amalgamation of the constitutional classification of legislative and executive powers between the Centre and the States. According to section 3(60) of the General Clauses Act, the "Central Government" in relation to the administration of Union Territory means the Administrator acting within the scope of authority given to him under Article 239 of the Constitution of India and in terms of section 3(60) of the General Clauses Act, "State Government" as respects anything done or to be done in the Union Territory means the Central Government. In the case of Union Territory, therefore, the Central and State Governments merge and it is immaterial whether an order of reference is made by one or the other. This contention must, therefore, fail".

15. Again in Mahavir [97 (2002) DL T 922] the High Court was confronted with the same proposition. Relying on the precedent in M. K. Jain (supra) with profit it was ruled that reference made by the Government of NCT of Delhi was not bad despite the fact that appropriate Government was the Central Government. Difference of State Government and Central Government goes to the brink of abolition when State Government has been defined as the Central Government by clause (60) of section 3 of the General Clauses Act and Delhi is being administered by the President through the Administrator appointed by him. Therefore, the aforesaid precedents make it clear that a status of union territory of Delhi can be termed as Central Government in certain matters.

16. Whether the Central Government can be termed as State Government for any purpose? Article 53 of the Constitution provides that the executive power of the Union shall vest in the President and shall be exercised by him either directly or through officers subordinate to him in accordance with the Constitution. Article 73 defines extent of executive power of the Centre, that is, on matters which shall be controlled and administered by the Central executive. It has been detailed therein that the executive power of the union shall extend - (a) to the matters with respect to which Parliament has power to make laws and (b) to the exercise of such rights, authority and jurisdiction as are exercisable by the Government of India by virtue of any treaty or agreement. The extent of the State executive power is set out in Article 161 of the Constitution. Administrative relations between the union and the states is to be dealt in accordance with the provisions of Articles 256, 257, 258, 258A, 260 and 261 of the Constitution. Article 258A was added by 7th Amendment Act, 1956 to make a matching provision to clause (1) of Article 258 of the Constitution. While exercising powers contained in clause (1) of Article 258, the President is empowered to entrust union functions to a State Government or its officers. There was no provisions enabling the Governor of a State to

entrust state functions to the Central Government or its officers. That lacuna was found to be of practicable difficulty and provisions of Article 258 A were inserted in the Constitution. Thus it is evident that arena of union executive powers and the state executive powers are well defined.

17. Clause (8) of section 3 of the General Clauses Act defines the Central Government in relation to administration of Union Territory, the Administrator thereof acting within the scope of authority given to him under Article 239 of the Constitution. Therefore, it is evident that Administrator of Government of N.C.T. Delhi has been defined to mean as Central Government to administer the Union Territory of Delhi. Hence for the limited purposes, provided in the Constitution, executive functions of the Central Government can be entrusted to Government of a State or its Officers. However the Central Government would not be termed as the State Government, when those functions are being executed by the State Government or its officers. So executive power of the Union can be exercised, in certain matters by the State Government or its officers but in that situation too the Central Government would not be termed as the State Government. The special provisions referred above would not make the reference, made by the Central Government as the reference made by Government of N.C.T. of Delhi.

18. There is other facet of the coin. This Tribunal was constituted vide notification No.A-11020/33/75-CLT dated 30-9-76. It was provided in the notification that the Tribunal has been constituted under the powers provided in sub-section (1) of section 7-A of the Act, with its head quarter at New Delhi. Another notification was issued on that very date empowering the Tribunal to adjudicate applications moved in sub-section (2) of section 33-C of the Act, in relation to the workman employed in any industry in the Union Territory of Delhi in respect of which the Central Government is the appropriate Government. Therefore, the Tribunal has been empowered to adjudicate industrial disputes, in respect of which Central Government is the appropriate Government. As pointed out above, the appropriate Government in this case is the State Government. Under these circumstances this Tribunal cannot entertain the present dispute for adjudication, in respect of which appropriate Government is the State Government.

19. Since this Tribunal cannot invoke its jurisdiction to adjudicate the reference hence the Tribunal refuses its hands from entering into the merits of the matter. The Central Government was not competent to make a reference of this dispute to this Tribunal. The parties should seek redressal at the appropriate forum. With these observations an award is passed. It be sent to the appropriate Government for publication.

Dated : 25-6-2010

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 21 जुलाई, 2010

का.आ. 1963.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इन्डियन ऑयल कारपोरेशन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नई दिल्ली के पंचाट (संदर्भ संख्या 20/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-7-2010 को प्राप्त हुआ था।

[सं. एल-30011/112/2003-आईआर(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 21st July, 2010

S.O. 1963.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.20/2004) of the Central Government Industrial Tribunal/Labour Court New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Oil Corporation Ltd. and their workmen, which was received by the Central Government on 16-7-2010.

[No.L-30011/112/2003-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
No. 1, KARKARDOOMA COURT COMPLEX, DELHI.**

I.D. No. 20/ 2004

The General Secretary,
Bhartiya Shramjivi Sangh, 240, Lawyers' Chamber
Western Wing, Tis Hazari Court,
Delhi - 110054

..... Claimant

Versus

1. The General Manager,
Indian Oil Corporation
Yusuf Sarai,
New Delhi - 110029.
2. The General Manager,
Indian Oil Corporation
I.O.C.L. Bottling Plant, Tikri Kalan,
New Delhi

... Management

AWARD

Haulage contract at L.P.G. Bottling Plant Tikri Kalan, Delhi, was awarded by the Indian Oil Corporation Ltd. (hereinafter referred to as the Management) to a contractor, who employed claimants to carry out the job. Initially the bottling plant was located at Shakur Basti Terminal, which was later on shifted to Tikri Kalan, Delhi. Various contractors changed but the claimants continued to work for the management since 1993. Government of India issued

notification No. 734(E) dated 21st October 1997 Prohibiting employment of contract labour on works viz. loading, unloading, removal of liquified petrol gas, putting seal cap, preparation of soap solution, testing of cylinders, sorting out of defective and five year old cylinders, peen in office, plants, depots and terminals, supply of mobile container and loading /unloading of lube oils on trucks etc. The Management filed a writ petition CWP No. 5775/ 1998 wherein application CM No 6012/1999 was moved seeking stay of operation of the aforesaid notification. Though prosecution of the management for non compliance of the provisions of the said notification was stayed, yet operation of the notification remained in force. Claimants raised a demand for their absorption in service of the management, which demand was not conceded to Bharatiya Shramjivi Sangh was approached by the claimants, who raised an industrial dispute on their behalf before the Conciliation Officer. Since conciliation proceedings failed, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No. L-30011/112/2003-IR (M) New Delhi, dated 25-2-2004, with the following terms :

“Whether the demand of the contract labourers (as per annexure ‘A’) engaged by M/s. Gupta Paradise, New Delhi, in relation to absorption /regularization of their services in the establishment of Airport Authority of India, New Delhi, is just, fair and legal ? If yes, to what relief these workmen are entitled and from which date ?”

2. Subsequently a corrigendum was issued by the appropriate Government vide order No.F. L-30011/112/2003-IR (Misc.), New Delhi, dated 22-9-2004, wherein terms of reference were modified as follows :-

“Whether the demand of the Bhartiya Shramjivi Sangh for absorption /regularization of the services of Contract Laboureres (as per list enclosed) employed through contractors in the establishment of Indian Oil Corporation Ltd. Delhi Bottling Plant, New Delhi is just, fair and legal ? If yes, what relief these workmen are entitled to and from which date ?”

List of 17 workmen was also enclosed with the said corrigendum, which was facsimile of annexure ‘A’, appended to the terms of reference.

3. Claim statement was filed by the claimants pleading therein that they are working with the management since 1993 and some of them even prior to that year, till They have worked continuously with out any break in service. They are working with the management and doing jobs of permanent nature. Vasudevan Committee has opined that the management should not deploy any one in the plant, who does not has expeirience to work in the plant. The committee further details that no contract labour can be appointed /deployed by the management inside the

plant except for the purposes of loading and unloading of cylinders for private vehicles, that too in 15 meters area from the plant. The claimants are entitled to be designated or treated as regular employee of the management. There is a vast difference between wages paid by the management to their regular employees and those paid to the claimants. On 21st of October, 1997, Government of India issued a notification prohibiting the management deploy contract labours at 8 places. A writ petition was filed by the management assailing the notification before the High Court of Delhi, wherein the High Court stayed prosecution of the officers of the management but operation of the notification was left uncontrolled. Since the notification is in force, the management cannot treat them as contract labours.

4. Sometime back, on the complaint of the claimants, the authorities from the office of the regional Labour Commissioner visited Tikri Kalan Bottling Plant of the management and found contract labours working on 8 places where deployment of contract labour was prohibited. Though the claimants were engaged by the management, yet they were illegally shown as employees of the contractor. It has been claimed that the management may be commanded to treat them as their regular employees since the date of their employment and pay them wages equivalent to regular employees, with consequential benefits.

5. Contest was given to the claim by the management pleading that the Contract Labour (Regulation and Abolition) Act, 1970 (in short the Contract Labour Act) is a self contained code. An employee of a contractor has no right to approach the authorities under the Industrial Disputes Act, 1947 (in short the Act) without exhausting remedies available under the Contract Labour Act. As per information gathered from the contractors Ajay Singh, Naval Kishore, Suresh Kumar, and Bhushan Pandey are working with M/s Jain Brothers, while Ranbir Singh, Virender Kumar, Rajesh Gaur and Anil Kumar are working with M/s Chirag & Co. and Mahipal Singh, Jagdamba Pal, Chander Bhushan, Kuldeep Singh, Kartar Singh, Bhim Singh, Rajesh Kumar and Bhim Singh (Master) are working with M/s Sidhi Vinayak, haulage contractor. None of them was an employee of the management. Dispute raised by them cannot be termed as an industrial dispute within the meaning of definition provided in clause (k) of Section 2 of the act. Bharatia Shramjivi Sangh has no locus standi to espouse their claim. Claim petition is, therefore, incompetent.

6. The management pleads further that haulage contractors were appointed by it at Tikri Kalan L.P.G. Bottling Plant for certain jobs, which are not essential or permanent. Contracts were awarded to the contractors in terms of the provisions of the Contract Labour Act. The management is registered as a principal employer while

contractors, namely, M/s Sidhi Vinayak, Jain Brothers and Chirag & Co. are having licenses under the provisions of Contract Labour Act. None of the claimants were ever engaged by the management. Vasudevan Committee was appointed for a different purpose to examine facts after fire broke out incident at Shakur Basti Terminal. No recommendation was given by that committee to treat the claimant as employees of the management. Issuance of notification dated 21-10-1997 is not a matter of dispute. However, management claims that the said notification is under challenge before High Court of Delhi. High Court has granted a stay order in favour of the management, which has been made absolute. There is no merit in the claim for absorption of the claimants in services of the management. Their claim, being devoid of merits, is liable to be dismissed.

7. On pleadings of the parties following issues were settled by my Id. predecessor :-

1. Whether the claimants are direct employees of the management ?
2. Whether an industrial dispute, in terms of Section 2(k) of Industrial Disputes Act, has arisen between the parties ?
3. Whether the workmen are covered under the provisions of Contract Labour (Regulation and Abolition) act, 1970 ? If so its effect ?
4. Whether the claim petition is maintainable ?
5. In terms of reference .
6. Relief.

8. Shri Brij Bhushan Pandey tendered his affidavit in support of the claim. He was cross-examined at length on behalf of the management. Shri Vishal, Deputy Manager, was examined on behalf of the management. No other witness was examined by either of the parties.

9. Arguments were heard at the bar. Shri A.K. Sakhuja assisted by Shri Punit Sehgal, authorized representative, advanced arguments on behalf of the claimant. Shri Rajat Arora, authorized representative, raised his submissions on behalf of the management. I have given my careful consideration to the arguments advanced at the bar and cautiously perused the record. My findings on above issues are as follows :-

Issue No. 1.

10. Facts unfolded by Shri Brij Bhushan Pandey in his affidavit Ex. WW1/A are sufficient to record a finding on this issue. For sake of convenience those facts are extracted hereto. He swears in his affidavit that the claimants raised a dispute before the Conciliation Officer detailing therein that they be treated as regular employees of the management, since they have been working there since

1993 or even prior to that date and doing job of regular employees without any break in their services. Since conciliation proceedings failed, the appropriate Government had referred the dispute to this Tribunal for adjudication. Out of these facts it is evident that a dispute was raised by the claimant before the Conciliation Officer claiming that they be treated as regular employees of the management, since they are working with the management for a very long period without any break. In these facts it was not asserted that they were appointed by the management and as such a relationship of employer and employee was created between the parties. It is implicit, out of these facts, that the claimants want to assert that they be treated as regular employees of the management, though they were engaged by the contractor (later portion of the sentence has been supplied by the undersigned while no such fact were highlighted by the affiant.). He further unfolds that the claimants are working with the management since 1993 and some of them are working prior to that date continuously without any break, but they have not been treated as regular employees. The claimants are doing the job which is of permanent nature and not a temporary one. He went on to narrate that Vasudevan Committee report has observed that no contract labour can be appointed/deployed by the management inside the plant except for the purposes of loading and unloading of cylinders for private vehicles that too out side the plant. Government of India had issued notification dated 21-10-97 whereby it has prohibited the management to deploy contract labour at 8 places and inspite of that notification the management is treating the claimants as contractual labours/temporary labours, who are working at 8 places where their development is prohibited. Implementation of the said notification is still in operation. Claimants project that they have been shown as contractual labours, yet in fact they have not been appointed by any of the contractors. They are entitled to get themselves designated or treated as regular employees of the corporation. It has been conceded by Shri Pandey that photo copy of Identity Cards Ex. WW1/7, Ex. WW1/9, Ex. WW1/11, Ex. WW1/14 to Ex. WW1/16, Ex. WW1/19, Ex. WW1/20, Ex. WW1/23, Ex. WW1/25 to Ex. WW1/31, Ex. WW1/33 to Ex. WW1/48, Ex. WW1/53 to Ex. WW1/55, Ex. WW1/58, Ex. WW1/66 to Ex. WW1/72, Ex. WW1/78, and Ex. WW1/79. Ex. WW1/79 relate to the claimants. He admits that no appointment letter was issued to him or other claimants by the management. However, it is not disputed that the appointment letters and Identity Cards are issued by the management to its regular employees.

11. Shri Vishal deposed that the claimants, namely, Ajay Singh, Rajbir Singh, Virender Kumar, Rajesh Gaur, Nawal Kishore, Abal Singh, Suresh Kumar, Brij Bhushan Pandey, Mahipal Singh, Jagdamba Pershad, Chander Bhushan, Kuldeep Singh, Kattar Singh, Bhim Singh, Rajesh Kumar, Bhim Singh, and Anil Kumar were the employees of M/s. Chirag and Company, M/s. Jain Brothers and

M/s. Sidhi Vinayak, haulage contractors. The management never paid wages to them. Claimants were paid their wages by the contractors. Management used to pay contractors for the work executed by them. Management issues appointment letters to its employees. Identity Cards Ex. WW1/7, Ex. WW1/9, Ex. WW1/11, Ex. WW1/14 to Ex. WW1/16, Ex. WW1/19, Ex. WW1/20, Ex. WW1/23, Ex. WW1/25 to Ex. WW1/31, Ex. WW1/33 to Ex. WW1/48, Ex. WW1/53 to Ex. WW1/55, Ex. WW1/58, Ex. WW1/66 to Ex. WW1/72, Ex. WW1/78, and Ex. WW1/79 were not issued by the management to the claimants. These cards were issued to the contractors for being given to the claimants, on account of security reasons. Aforesaid 17 claimants were working at Tikri Kalan site of the management with different contractors since 1993. He concedes that since 1993 some of the claimants are continuously working, though the contractors have changed at an interval of two years, who performed their duties in the premises of the management.

12. Out of facts projected by Shri Brij Bhushan Pandey and Shri Vishal, the Deputy Manager, it came to light that claimants were never appointed by the management in its employment. No appointment letter was ever issued by the management to the claimants. Their wages were never paid by the management. Security passes were issued to the claimants which are Ex. WW1/7, Ex. WW1/9, Ex. WW1/11, Ex. WW1/14 to Ex. WW1/16, Ex. WW1/19, Ex. WW1/20, Ex. WW1/23, Ex. WW1/25 to Ex. WW1/31, Ex. WW1/33 to Ex. WW1/48, Ex. WW1/53 to Ex. WW1/55, Ex. WW1/58, Ex. WW1/66 to Ex. WW1/72, Ex. WW1/78, and Ex. WW1/79. When these security passes are perused, it came to light that these security passes were issued to the claimants for having entry inside the premises of the management, being employees of the contractor. These security passes project that claimants were engaged by the contractor, for doing the work which was awarded to the latter. These security passes are relied and proved by the claimants themselves. Therefore, these documents coupled with testimony unfolded by Brij Bhushan Pandey make it clear that no case was projected by the claimants that they were direct employees of the management. Claimants claimed that since they have been working with the management since 1993 or prior to that date and performing jobs, which are prohibited by the notification dated 21-10-97. Hence they be designated / treated as regular employees of the management. Consequently, it is crystal clear that the claimants were not directly engaged by the management in its employment. In such a situation it cannot be said that the claimants were direct employees of the management. Issue is, therefore, answered in favour of the management and against the claimants.

Issue Nos. 2, 3 and 4

13. Shri Brij Bhushan Pandey swears in his affidavit Ex. WW1/A that the claimants were performing job of the

management continuously since 1993 or even prior to that date. Government of India issued notification dated 21-10-97 prohibiting management to deploy contractual labour at 8 places. In spite of the notification, they were appointed by the management at 8 places. Though a writ petition was preferred by the management but operation of the notification has not been stayed. Since the claimants are working with the management at those places where contract labour is prohibited, they may be treated as regular employees of the management for all intents and purposes. Shri Vishal deposed that the management challenged notification dated 21-10-97 before High Court of Delhi and operation of the notification was stayed. However, in subsequent breath he corrects his mistake and concedes that the operation of the notification has not been stayed by the High Court. He further concedes that aforesaid 17 workmen are working at Tikri Kalan site of the management, with different contracts, namely, 'M/s. Jain Brothers, M/s. Chirag & Company and M/s. Sidhi Vinayak, haulage contractors. He admits that claimants are working continuously with the management since 1993 though the contractors have changed at an interval of two years. He does not dispute that the claimants performed their duties in the premises of the management.

14. Rival facts presented by Shri Pandey and Vishal bring it over the record that the claimants are working in the premises of the management since 1993, under different contractors. Though the contractors have changed at different intervals yet the claimant continued to work with the management. Notification dated 21-10-97 was issued by the Government of India, prohibiting deployment of contract labours for loading, unloading, removal of liquefied petrol gas, putting seal cap, preparation of soap solution, testing of cylinders, sorting out of defective and five year old cylinders, peon in office, plants, depots and terminals, supply of mobile container and loading/unloading of lube oils on trucks etc. The said notification has been assailed by the management before High Court of Delhi by way of writ petition, which pends adjudication. Operation of the said notification has not been stayed. Therefore, it is emerging over the record that despite prohibition of deployment of contract labours for the aforesaid jobs, the claimants were deployed for those jobs by the management through the agency of the contractors.

15. The Contract Labour Act was enacted by Parliament to deal with abuses of contract labour system. It appears that Parliament adopted twin measure to correct continuation of employment of contract labour—the first is to regulate employment of contract labour suitably and the second is to abolish it in certain circumstances. This approach is clearly discernible from the provisions of the Contract Labour Act which came into force on 10-2-71. Perusal of the statement of objects and reasons of the Act shows that in respect of such categories, as may be notified by the appropriate Government, in the light of the

prescribed criteria, the contract labour will be abolished and in respect of the other categories the service conditions of the contract labour will be regulated.

16. Section 10 of the Contract Labour Act provides for prohibition of employment of Contract Labour in any process, operation or other work in an establishment. The words "process, operation or other work" need not to be interpreted to mean only the core activity and not peripheral activity. In sub section (2) of Section 10 of the Contract Labour Act, certain guidelines have been provided for the Government, before the issue of any notification to find out whether the "process, operation, or other work" is incidental or necessary for the 'industry', trade, business, manufacture or occupation that is carried on in the establishment. The expression used therein is wide in ambit to cover other activity arising in industry and not merely the actual manufacture. Otherwise to understand the expression "process, operation, or other work" other than the meaning given in clause (a) of sub-section (ii) of Section 10 would be to narrow down the meaning thereto. The question whether contract labour should be abolished or not in a given situation is totally left to the Government after consultation with the Central Board or the State Board, as the case may be. Before taking a decision under sub-section (2) of Section 10 of the Contract Labour Act, the Government must also specify other relevant factors as provided in clauses (a) to (d) thereof.

17. When contract labour working in an establishment are of the opinion that their job is of perennial in nature, they will have to approach the appropriate Government, which on arriving at a satisfaction and upon compliance of the formalities laid down in sub-section (2) of Section 10 of the Contract Labour Act, including clause (d) of thereof, may issue an appropriate notification in that regard. Such proposition of law was laid by Calcutta High Court in *Sujan Banerji* [2001 (2) LLJ 470]. Here in the case a notification was issued by the appropriate Government on 27-10-97, prohibiting deployment of contract labour by the management for the jobs referred above. Operation of the said notification is still in force, though the management has assailed it before High Court of Delhi. Despite operation of the said notification, claimants are being deployed by the management through contractors. In such a situation the claimants have approached this Tribunal seeking a relief that either they may be designated or treated as regular employees of the Corporation. When a notification under Section 10 of the Contract Labour Act is issued, it becomes duty of the employer to find out whether all contract labours working in the establishment could be fully absorbed in regular employment or should be allowed to continue as contract labours as before. In the later case they should be absorbed in regular employment as and when vacancies arise. This is so for the reason that the Contract Labour Act is intended to provide not only absorption of contract labour in certain

circumstances but also regulation of the employment of the contract labour. In such a situation it cannot be said that the contract labour have no right to resort to proceedings under the provisions of the Act, against the principal employer when there is total or partial denial of existing employment subsequent to abolition of contract labour. Such proposition of law was laid by Kerala High Court in *T. Chander Mohan Nayar* (1994 LLR 626).

18. The Apex Court was confronted with the proposition as to whether automatic absorption of contract labour, working in an establishment of the principal employer, as regular employees follows on issuance of a valid notification under sub-section (1) of Section 10 of the Contract Labour Act prohibiting the contract labour in the establishment concerned, in *Steel Authority of India Limited* [2001 (7) S.C.C.1]. Catena of decisions were considered by the Apex Court and it was laid therein that the contract labours fall in three classes viz, (1) where contract labour is engaged in or in connection with the work of an establishment and employment of contract labour is prohibited either because the industrial adjudicator/court ordered abolition of contract labour or because the appropriate Government issued notification under section 10(1) of the Contract Labour Act, no automatic absorption of contract labour working in the establishment was ordered, (2) where contract was found to be a sham and nominal, rather a camouflage, in which case contract labour working in the establishment of the principal employer were held, and in fact and in reality to be the employees of the principal employer himself. Indeed such cases do not relate to the abolition of contract labour but present instances wherein the court pierces the veil and declares the correct position and as a fact at the stage after employment of contract labour stood prohibited, (3) wherein discharge of statutory obligation of maintaining a canteen in an establishment the principal employer availed the services of the contractor. The courts have held that the contract labour would indeed be employees of the principal employer. The Court ruled that neither Section 10 of the Contract Labour Act nor any other provision in that Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuance of notification by the appropriate Government under sub section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or other work in any establishment. Consequently the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned. It was further ruled therein that in *Saraspur Mills case* [1974 (3) SCC 66], the workman engaged for working in the canteen run by the Cooperative Society for the appellant were the employees of the appellant mills. In *Basti Sugar Mills* (AIR 1964 S.C. 355) a canteen was run in the factory by the Cooperative Society and as such the workers working in the canteen were held to be employees of the establishment.

The Apex Court ruled that these cases fall in class (3) mentioned above. Judgment in *Hussain Bhui* (supra) was considered by the Apex Court in the said precedent and it was ruled therein that the said precedent falls in class (2), referred above. **The Apex Court concluded that on issuance of prohibitive notification under Section 10 of the Contract Labour Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by the contract labour in regard to conditions of service, the Industrial Adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance of various beneficial legislation so as to deprive the workers of the benefit there under.** If the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the establishment concerned, subject to the conditions as may be specified by it for that purpose.

19. It is not possible to perceive in Section 10 of the Contract Labour Act any implicit requirement of automatic absorption of contract labour by the principal employer in his establishment on issuance of a notification by the appropriate Government, under sub-section (1) of Section 10 of the Contract Labour Act, prohibiting employment of contract labour in that establishment. Consequently the principal employer cannot be required to order absorption of the contract labour working in his establishment. Therefore, the contract labour had to approach a Labour Court or a Tribunal constituted under the Act for redressal of his grievance. Since decision of the industrial adjudicator/court, who can order abolition of contract labour or declare a contract to be sham and nominal and contract labour working in the establishment of the principal employer as an employee of the principal employer himself. Such jurisdiction vests with this tribunal, as laid by the Apex Court in *Steel Authority of India Ltd.* (supra). Therefore, despite the fact that the claimants claim themselves to be contract labours, to whom the provisions of Contract Labour Act Applies, yet the issue which they have raised in the petition is an industrial dispute within the meaning of clause (k) of Section 2 of the Act. The claim petition cannot be thrown away as not maintainable. On reasons, detailed above, the aforesaid issues are answered in favour of the claimants and against the management.

Issue No. 5

20. Shri Vishal concedes that the aforesaid 17 claimants are working at Tikri Kalan site of the management with different contractors since 1993. He further concedes

that though the contractors have been changed at an interval of two years, yet the claimants are continuously working with the management since 1993. They perform their duties in the premises of the management. Therefore, out of facts conceded by shri Vishal, it is emerging over the record that work, performed by the claimants, is of perennial nature and sufficient duration. For an answer to the proposition referred, this Tribunal is under an obligation to consider the nature of work, duties performed by the claimants, duration of work and permissibility of contract labour for such nature of work. Work of putting seals on L.P.G. cylinders, preparation of soap solution, testing of cylinders, sorting out of defective and five year old cylinders, peon in office, plants, depots and terminals, supply of mobile container, for sufficient duration is available with the management.

21. Though the contractors have changed time to time, yet the claimants continued to work with the management. It emerges over the record that the contractors were interposed by the management. It has not been projected by the management that how different contractors used to engage the claimants for the very jobs, which were being performed by them since 1993. There is vacuum of evidence over that issue. All inference emerge over the record that contracts executed by the management with various contractors in reality appear to be facade of paper arrangement. Claimants were engaged by the management under the garb of contracts entered into with different contractors. With vested interest, the management put a veil on reality and engaged the claimants through various contractors, who were only the name lenders. I have perused Ex. MW1/2 to Ex. MW1/17, which are contract documents on the strength of which haulage work was awarded to various contractors. On perusal of these documents it came to light that rates of various haulage activities were to be in accordance with work and rate schedule attached to the documents. Those works, rates and schedules have not been brought to the notice of this Tribunal. It seems that those works and rate schedules would have brought some inconvenient situations over the record, which led the management to conceal it. Since material facts were concealed by the management, this situation persuades me to conclude that there is no substance in these documents, to find out that these contracts were genuine.

22. There is other facet of the coin. Security passes were issued to the claimants to enter the premises of the management to carry out the work assigned. No case has been projected by the management that besides the claimant, there was some other employee of the contractor who used to supervise and assign work to the claimants. Admittedly the claimants were working in the premises of the management job performed by them was of such a nature to be carried out by an experienced person, under

the supervision of a well trained supervisor. In absence of any supervisor from the contractor, it is emerging over the record that the work of the claimants was being supervised by the management.

23. Work of haulage activities, within the premises of the management, has been prohibited by the appropriate Government on the strength of notification dated 27-10-97. Though there cannot be automatic absorption of the claimants in the service of the management, yet it is evident that jobs, performed by the claimants, were of perennial in nature and for sufficient duration. No steps were taken by the management to absorb the claimants in their services. It has emerged over the record that the claimants were being paid minimum wages, while regular employees of the management were paid better salary. That fact highlights that despite perennial work and that for sufficient duration, services of the claimants were not regularized by the claimant with a view to deprive them their benefits available under labour laws. Consequently, I find that the contracts entered into by the management with various contractors were draped with legal formalities with a view to evade compliance of various labour laws. The claimants could show that their demand for absorption in the services of the management is just, fair and legal. Therefore, the management is to be commanded to abolish contract labour at its premises at Tikri Kalan and absorb the claimant in its services, within a period of one month from the date when award becomes operative. Issue is, therefore, answered in favour of the claimants and against the management.

Relief

24. As held above, the management has employed contract labours, despite prohibition by the appropriate Government in that regard, for works, which are of perennial nature and of sufficient duration. It was so done with a view to avoid compliance of various labour laws, in the matter of the claimants. Consequently, this Tribunal thinks it expedient to command the management to abolish the contract labour system in its L.P.G. Bottling Plant, Tikri Kalan, Delhi and absorb the claimants in their services within one month from the date when this award comes into operation. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dr. R. K. YADAV, Presiding Officer

Dated : 25-6-2010

नई दिल्ली, 21 जुलाई, 2010

का.आ. 1964.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इन्डियन आयल कारपोरेशन मार्केटिंग डिवीजन एवं केयरवेल मै-टीनेन्स इन्टरप्राइजेज. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार

औद्योगिक अधिकरण/श्रम न्यायालय, नई दिल्ली के पंचाट (संदर्भ संख्या 32/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-7-2010 को प्राप्त हुआ था।

[सं. एल-30011/37/2004-आईआर(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 21st July, 2010

S.O. 1964.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.32/2004) of the Central Government Industrial Tribunal/Labour Court New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of IOCL & Carewell Maintenance Enterprises and their workmen, which was received by the Central Government on 16-7-2010.

[No. L-30011/37/2004-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
No. 1, KARKARDOOMA COURT COMPLEX, DELHI.**

I.D. No. 32/ 2004

The General Secretary,
All India Gen. Mazdoor Trade Union,
170 Balmukund Khand, Giri Nagar,
Kalkaji, New Delhi-110019

..... Claimant

Versus

1. Indian Oil Corporation Ltd. (Marketing Divn.),
Northern Region, World Trade Centre,
Barakhamba Road,
New Delhi

2. M/s. Carewell Maintenance Enterprises,
404, Sector 37, Noida (UP)

.... Management

AWARD

Contract Labours were engaged by Indian Oil Corporation Ltd. (hereinafter referred to as the management) at its World Trade Centre Office through M/s. Carewell Maintenance Enterprises (hereinafter referred to as the contractor). The management is registered under the provisions of Contract Labour (Regulation & Abolition) Act, 1970 in short the contract Labour Act and the contractor was also having a license under the provisions of the said Act. The contract labours belaboured under misconception that since they were working at the premises of the management from a long period, they were entitled to be regularized in the service of the later. They filed a writ petition before High Court of Delhi for regularization of

their services, which petition could not bring the required results. Ultimately, they raised an industrial dispute before the Conciliation Officer. Management as well as the contractor were made party to the conciliation proceedings. Since conciliation proceedings failed, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No. L-30011/37/2004-IR (M) New Delhi, dated 10th of June, 2004, with the following terms :

“Whether the demand of All India General Mazdoor Trade Union (Regd.), 170, Balmukund Khand, Giri Nagar, Kalkaji, New Delhi against the management of I.O.C.L. (Marketing division), Northern Region, New Delhi, for regularization of services of 20 workmen as in the list attached, engaged in the work of house keeping and maintenance which is a continuous and regular nature of work, is just, valid and legal ? If so, to what benefits the workmen are entitled for and what directions are necessary in the matter ?”

2. Claim statement was filed by the workmen pleading therein that Shri Braja Bandhu Parida was working as plumber while other workmen were working as sweepers, with the management since long. They were being paid only a sum of Rs. 2592 each as then wages, while regular employees were paid a sum of Rs. 7645 per month. They were entitled to equal pay and equal benefits to that regular employees of the management under sub-section (5) of Section 25 of the Contract Labour Act. A sham agreement was executed between the management and the contract while the contractor used to come to collect his commission only. They were supervised and assigned work by the officers of the management. They are entitled for regularization of their services with the management.

3. Claim was resisted by the management pleading that the claimants were employees of the contractor and were not entitled to approach the authorities under the Industrial Disputes Act, 1947 (in short the Act) without exhausting remedies available to them under the contract Labour Act. It has been denied that the claimants were ever engaged by the management. It has been further denied that they were working continuously from last two decades in the service of the management. It is also disputed that work performed by them was regular and perennial in nature. The management has appointed Haulage contractor in terms of the provisions of the Contract Labour Act. M/s. Carewell Maintenance Enterprises was awarded contract, who is having license under the provisions of Contract Labour Act. Management is registered with the authorities. It has been denied that provisions of sub-section (5) of Section 25 of the Contract Labour Act were ever violated by the management. It has been pleaded that claim put forward for regularization of services of the claimants with the management is devoid of merits and liable to be dismissed.

4. The contractor opted not to file any written statement in the matter.

5. Out of pleadings, following issues were settled by my Ld. predecessor :-

1. Whether the dispute raised is an industrial dispute within the meaning of Section 2(k) of the I.D. Act ?

2. Whether the claimants are workmen within the meaning of section 2(s) of I. D. Act ?

3. Whether the reference is barred under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 ?

4. Whether the contract awarded by Indian Oil Corporation to the contractor is within the ambit of provisions of Contract Labour (Regulation and Abolition) Act, 1970 ?

5. As per terms of reference .

6. Relief.

6. Naresh Kumar (WW1), Dhan Kumar (WW2), Narinder Kumar (WW3) and Shri Tej Bahadur (WW4) were examined on behalf of the claimants. Affidavits of Shri Khazan Singh, Satyavir Kanchid, Paras Ram, Kiran Pal, Bhagwat, Tejbir, Baleshwar, Dalip Kumar, Arwind Kumar, Harjinder Singh, Prem Pal, Surender, Faqir Chand Braja Bandhu, Parida, Tara Chand and Ram Kumar were also tendered in evidence on behalf of the claimants. However, they opted not to enter the witness box to face ordeal of cross examination. Since no opportunity could be accorded to the management to purify facts sworn by the aforesaid claimants in their affidavits, hence contents of those affidavits cannot be read in support of their claim.

7. Shri Vishal Deputy Manager (Employee relations) was examined on behalf of the management.

8. Arguments were heard at the bar. Shri B. K. Prasad, authorized representative, advanced arguments on behalf of the claimant. Shri Rajat Arora, authorized representative, raised his submissions on behalf of the management. I have given my careful consideration to the arguments advanced at the bar and cautiously perused the record. My findings on above issues involved in the controversy are as follows :-

Issues No. 1 to 3

9. Naresh Kumar swears in his affidavit Ex. WW1/A that he was initially employed on 8th of May, 87 through M/s. Carewell Maintenance Enterprises for a work of sweeper under the directions and control of Subhash Arora, O.P. Chhabra and Suresh Arora, Assistant Administration, Assistant and Administrative Officers respectively of the management. He was performing his duties continuously upto 11-5-2004. During the pendency of his dispute before

the appropriate Government his services were terminated w.e.f. 12-05-04 without taking any prior permission from Assistant Labour Commissioner (Central) cum-Conciliation Officer. His complaint pends before the Conciliation Officer against the action of termination of his services. Pay of July, 1993 was given directly to him by the management. Duties performed by him were of perennial in nature and contract labour cannot be employed against the said work. No proper registration was procured by the management and contractor was also having no license under the provisions of Contract Labour Act. The work on which he was employed is still in existence. The contract between the management and the contractor was sham and camouflage. During the course of his cross examination he concedes that his P.F. subscriptions were deducted by M/s. Carewell Maintenance Enterprises. He further presents that one month wages was paid by the Indian Oil Corporation, under the directions of the authorities of Labour Department. He could not explain as what was the meaning of word "contract was sham and camouflage".

10. Affidavits of Shri Dhan Kumar and Naresh Kumar were on similar lines. In their cross examination they concede that they were employed by M/s. Carewell Maintenance Enterprises. they further concede that their wages were being paid by M/s. Carewell Maintenance Enterprises. Shri Tej Bahadur, Labour Enforcement Officer, swears that the management was registered in their office under the provisions of Contract Labour Act. He further presents that no registration is required for sweeping job.

11. Shri Vishal, Deputy Manager, deposed that the claimants, were employees of the Contractor, namely, M/s. Carewell Maintenance Enterprises, to whom contract was awarded in early 1990s. contract was extended from time to time, which came to an end in the year 1997. In the subsequent breath he presents that the contract was terminated in the year 2004 and not in 1997. He went on to depose that Indian Oil Corporation is registered under the provisions of Contract Labour Act and the contractor was having a license under the said Act, which license is Ex. MW1/W1. Contractor was making payment of wages to the contract labours, who used to pay contribution towards provident fund and ESI facility for the claimants. Management used to ensure payments made by the contractor towards contribution of provident fund and ESI facility. When conciliation proceedings failed, the management terminated contract of contractor. He concedes that Ex. WW1/1 to Ex. WW1/W10, Ex. MW1/W2, Ex. MW1/W3, Ex. MW1/W4, Ex. MW1/W5, Ex. MW1/W6, Ex. MW1/W7, Ex. MW1/W8, Ex. MW1/W9, Ex. MW1/W10 to Ex. MW1/W30 are gate passes/entry passes issued to the claimant by the management. Ex. MW1/W31 to Ex. MW1/W36 are letters written by the management to the contractor. Ex. MW1/W37 is a letter written by Government of India to the Management. Ex. MW1/W39 projects

payment made by the management to the claimant on behalf of the contractor, before the Conciliation Officer.

12. When facts testified by the aforesaid witnesses were closely scanned, it came to light that the claimants were engaged by M/s Carewell Maintenance Enterprises and deputed with the management to carry out job in pursuance of the contract awarded to it. Gate Passes/entry passes were issued by the management to the claimants. These gate passes make it evident that the claimants were permitted entry inside premises of the management to carry out the work assigned to the contractor. These gate passes clearly spell that the claimants were employees of the contract and not of the management. The facts projected by the witnesses referred above make it clear that there is no dispute to the proposition that the claimants were employees of the contractor. Their case is that since they are performing jobs of permanent in nature, they are entitled to be regularized in the services of the management.

13. The Contract Labour Act was enacted by Parliament to deal with abuses of contract labour system. It appears that Parliament adopted twin measure to correct abuses of employment of contract labour—the first is to regulate employment of contract labour suitably and the second is to abolish it in certain circumstances. This approach is clearly discernible from the provisions of the Contract Labour Act which came into force on 10-2-71. Perusal of the statement of objects and reasons of the Act shows that in respect of such categories, as may be notified by the appropriate Government, in the light of the prescribed criteria, the contract labour will be abolished and in respect of the other categories the service conditions of the contract labour will be regulated.

14. Section 10 of the Contract Labour Act provides for prohibition of employment of Contract Labour in any process, operation or other work in an establishment. The words “Process, operation or other work” need not to be interpreted to mean only the core activity and not peripheral activity. In sub section (2) of Section 10 of the Contract Labour Act, certain guidelines have been provided for the Government, before the issue of any notification to find out whether the “process, operation, or other work” is incidental or necessary for the ‘industry’, trade, business, manufacture or occupation that is carried on the establishment. The expression used therein is wide in ambit to cover other activity arising in industry and not merely the actual manufacture. Otherwise to understand the expression “process, operation, or other work” other than the meaning given in clause (a) of sub section (2) of section 10 would be to narrow down the meaning thereto. The question whether contract labour should be abolished or not in a given situation is totally left to the Government after consultation with the Central Board or the State Board, as the case may be. Before taking a decision under

sub section (2) of Section 10 of the contract Labour Act, the Government must also specification other relevant factors as provided in clauses (a) to (d) thereof.

15. When contract labour working in an establishment are of the opinion that their job is of perennial in nature, they will have to approach the appropriate Government, which on arriving at a satisfaction and upon compliance of the formalities laid down in sub section (2) of Section 10 of the Contract Labour Act, including clause (d) thereof, may issue an appropriate notification in that regard. Such proposition of law was laid by Calcutta High Court in *Sujan Banerji* (2001 (2) LLJ 470). When a notification under section 10 of the Contract Labour Act, is issued, it becomes duty of the employer to find out whether all contract labours working in the establishment could be duly absorbed in regular employment or should be allowed to continue as contract labours as before. In the later case they should be absorbed in regular employment as and when vacancies arise. This is so for the reason that the Contract Labour Act is intended to provide not only absorption of contract labour in certain circumstances but also regulation of the employment of the contract labour. In such a situation it cannot be said that the contract labour have no right to resort to proceedings under the provisions of the Act, against the principal employer when there is total or partial denial of existing employment subsequent to abolition of contract labour. Such proposition of law was laid by Kerala High Court in *T. Chander Mohan Nayyar* (1994 LJR 626).

16. The Apex Court was confronted with the proposition as to whether automatic absorption contract labour, working in an establishment of the principal employer, as regular employees follows on issuance of a valid notification under sub-section (1) of Section 10 of the Contract Labour Act, prohibiting the contract labour in the establishment concerned, in *Steel Authority of India Limited* (2001 (7) S.C.C. 1). Catena of decisions were considered by the Apex Court and it was laid therein that the contract labours fall in three classes viz. (1) where contract labour is engaged in or in connection with the work of an establishment and employment of contract labour is prohibited either because the industrial adjudication/court ordered abolition of contract labour or because the appropriate Government issued notification under Section 10 (1) of the Contract Labour Act, no automatic absorption of contract labour working in the establishment was ordered. (2) where contract was found to be a sham and nominal, rather a camouflage, in which case contract labour working in the establishment of the principal employer were held, and in fact and in reality to be the employers of the principal employer himself. Indeed such cases do not relate to the abolition of contract labour but present instances wherein the court pierces the veil and declares the correct

position and as a fact at the stage after employment of contract labour stood prohibited, (3) wherein discharge of statutory obligation of maintaining a canteen in an establishment the principal employer availed the services of the contractor. The courts have held that the contract labour would indeed be employees of the principal employer. The Court ruled that neither Section 10 of the Contract Labour Act nor any other provision in that Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuance of notification by the appropriate Government under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or other work in any establishment. Consequently the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned. It was further ruled therein that in *Saraspur Mills case* (1974 (3) SCC 66), the workman engaged for working in the canteen run by the Cooperative society for the appellant were the employees of the appellant mills. In *Basti Sugar Mills* (AIR 1964 S.C. 355) a canteen was run in the factory by the Cooperative Society and as such the workers working in the canteen were held to be employees of the establishment. The Apex Court ruled that these cases fall in class (3) mentioned above. Judgment in *Hussain Bhai* (1978 (2) LLJ 397) was considered by the Apex Court in the said precedent and it was ruled therein that the said precedent falls in class (2), referred above. The Apex Court concluded that on issuance of prohibitive notification under section 10 of the Contract Labour Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by the contract labour in regard to conditions of service, the Industrial Adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance of various beneficial legislation so as to deprive the workers of the benefit there under. If the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the establishment concerned, subject to the conditions as may be specified by it for that purpose.

17. It is not possible to perceive in section 10 of the Contract Labour Act any implicit requirement of automatic absorption of contract labour by the principal employer in his establishment on issuance of a notification by the appropriate Government, under sub-section (1) of section 10 of the Contract Labour Act, prohibiting employment of contract labour in that establishment. Consequently the principal employer cannot be required to order absorption of contract labour working in his

establishment. Therefore, the contract labour had to approach a Labour Court or a Tribunal constituted under the Act for redressal of his grievance. Since decision of the industrial adjudicator/court, who can order abolition of contract labour or declare a contract to be sham and nominal and contract labour working in the establishment of the principal employer as an employee of the principal employer himself, would decide relationship between the parties, jurisdiction vests with this tribunal, as laid by the Apex Court in *Steel Authority of India Ltd. (supra)*. Therefore, despite the fact that the claimants claim themselves to be contract labour, to whom the provisions of Contract Labour Act applies, yet the issues raised in the petition answer all aspects of an industrial dispute defined in clause (k) of Section 2 of the act and it cannot be thrown away as not maintainable. On reasons, detailed above, the aforesaid issues are answered in favour of the claimants and against the management.

Issue No. 4 to 5

18. Provisions of Section 10 of the Contract Labour Act empowers appropriate Government to prohibit by notification in the Official Gazette, employment of contract labour in any process, operation or other works in any establishment. Sub-section (1) of section 10 of the said Act commences with a non obstante clause and overrides other provisions of the act. The appropriate Government may after consultation with Central Advisory Board or State Advisory Board, as the case may be, prohibit employment of contract labour in any process, operation or other work in any establishment. Before issuance of the notification, the appropriate Government shall have regard to the conditions of work and benefits provided, for the contract labour in that establishment and other relevant factors such as :-

- (a) whether the process, operation or other work is incidental to, or necessary for the industry, trade, business, manufacture or occupation that is carried on in the establishment ;
- (b) whether it is of perennial nature, that is to say , it is of sufficient duration having regard to the nature of industry, trade, business, manufacture or occupation carried on in that establishment ;
- (c) whether it is done ordinarily through regular workmen in that establishment or an establishment similar thereto ;
- (d) whether it is sufficient to employ considerable number of whole-time workmen.

19. When a contract labours feel that job performed by them are of perennial in nature they may approach the appropriate Government for issuance of a notification under sub-section (1) of Section 10 of the Contract Labour Act,

or in alternative may approach the authorities under the Act for redressal of their grievance, as laid by the Apex Court in Steel Authority of India (supra). It was concluded therein that on issuance of prohibitive notification under Section 10 of the Contract Labour Act, prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by the contract labour in regard to conditions of service the Industrial Adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/ camouflage to evade compliance of various beneficial legislation so as to deprive the workers of the benefit there under. If the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the establishment concerned, subject to the conditions as may be specified by it for that purpose. Law laid by the Apex Court recognize a right in favour of contract labour either to approach the appropriate Government or a Tribunal under the act for redressal of his grievances.

20. Claimants have approached this Tribunal for redressal of their grievance when the present dispute was referred to it for adjudication. This tribunal can commence the management to abolish the contract labour system or reach a conclusion that the contract entered into between the management and the contractor was sham and nominal and the claimants in reality were the employees of the principal employer. Therefore to exercise the said jurisdiction the Tribunal has to consider the material produced before it. As detailed above a contract can be awarded by the principal employer when it is registered under the provisions of contract labour Act, to a contractor who has a license under the provisions of the said Act. Shri Vishal projects that the management is registered under the provisions of Contract Labour Act and the contractor was having license, which is Ex.MW1/W1. Facts projected by Shri Vishal get support from events unfolded by Shri Tej Bahadur, the witness examined on behalf of the claimants. Tej Bahadur presents that the management was registered under the provisions of Contract Labour Act, despite the fact that no registration was required for awarding a sweeping job to a contractor. He has proved documents Ex.WW4/1 Ex.WW1/3 in that regard. Therefore, it is emerging over the record that the management was registered under the provisions of Contract Labour Act and the contractor was having a license to supply contract labour for sweeping job. Claimants could not point out that while awarding the contract to M/s Carewell Maintenance Enterprises management has violated the provisions of the Contract Labour Act.

21. There is other facet of the coin. In Dina Nath [1992 (1) S.C.C. 69] Apex Court construed the question,

whether as a consequence of non compliance with the provisions of section 7 and 12 of Contract Labour Act, by the principal employer and the licensee respectively, the contract labour employed by the principal employer would become his employee. Observing the precedent in Standard Vacuum Case [1960 (3) SCR 466] and pointing out guidelines enumerated in sub section (2) of section 10 of the Contract Labour Act, the Apex Court ruled that in such a situation only consequences would ensue that penal provisions contained in section 23 and 25 of the Contract Labour Act would apply and merely because the contractor and the employer had violated the provisions of the said Act or the rules, no command would be issued to the effect that the contract labour deemed to have become an employee of the principal employer. It was made clear by the Apex Court that neither the provisions of the Contract Labour Act nor the rules framed thereunder by the Central Government provide that upon abolition of the contract labour the labours would be directly absorbed by the principal employer. Hence it is evident that even non compliance of the provisions of the Act would not ipso facto have a result of absorption of contract labour in the service of the principal employer.

22. Shri Vishal unfolds that fetters Ex.MW1/31 and Ex.MW1/32 and Ex.MW1/33 to Ex.MW1/36 were written by the management to the contractor. When perused it came to light that vide Ex.MW1/W32 the management has accepted the offer of the contractor for providing him upkeep and other maintenance services at the office of the management located in New Delhi House, as are being provided at their office at World Trade Centre Building. When contents of Ex.MW1/W32 were closely perused it came to light that in para (1) jobs which are to be carried out, daily, in para (2) job which are to be carried out weekly and para (3) job which are to be carried out monthly has been enlisted. Ex.MW1/W35 makes it clear that a total sum of Rs. 36800 PM was to be paid to the contractor for house keeping and maintenance work on first second and fourth floor of the office premises located at World Trade Centre. Schedule of work with quality, rate and amount, besides terms and conditions of the contract and other special conditions were annexed there with. Special terms and conditions enjoin a duty on the contractor to make arrangement to identify each of his worker at security point while entering the premises for resuming work and at the time of departure on completion of the work. Log book of every day work was to be kept by the contractor or his representative with a right to location in charge or officer in-charge to check entries therein on day to day basis. Sweeping, cleaning and other house keeping services were to be completed by 9.30 AM and work force of 5-6 persons were to be deployed every day for satisfactory completion of work. Contractor was to make arrangement for articles required for sweeping purposes. He was to make adequate arrangements for the manpower, including their

transportation. He (contractor) was under an obligation to ensure that his representative is always available for appropriate administration and supervision of work during office hours. He was to ensure that his workmen wear uniform while on duty and display identity cards. These facts make it clear that it was the contractor who used to assign and supervise the work of the claimants.

23. Contractor was under an obligation to make regular and full payment of labour charges, salaries and other payments to the claimants as per labour laws, specially under the Minimum Wages Act and Payment Wages Act. He was commanded to comply provisions of the Minimum Wages Act, Workmen compensation Act, Payment of wages Act, Payment of Bonus Act, Employees Provident and Miscellaneous Provident Fund Act, E.S.I. Act, the Act and Contract Labour Act. He was supposed to furnish provident fund number to the principal employer. These facts make it clear that a duty was cast on the contractor to make compliance of all labour laws in respect of employment of the claimants. He was under an obligation to make payment under the provisions of Minimum Wages Act, which fact further highlights that the management had not attempted to deprive the claimant of their benefits, by resorting to the award of contract for house keeping job to M/s Carewell Maintenance Enterprises.

24. Contractor was saddled with an obligation to deploy one supervisor to control and manage his employees at the premises of the management. In case of failure to maintain house keeping services on day to day basis or in part or full, contractor was liable to be penalized at the rate of Rs. 1000 per day. In case claimants were to be found on duty without uniform a penalty of Rs. 25 for every such occasion was to be imposed, which was personal responsibility of the contractor. In case carpenter and plumber were absent from duty then a penalty of Rs 1000 was to be imposed, which was to be recovered from bill of the contractor. All these facts make it clear that there were penalty clauses to enforce discipline on the contractor. The management had not taken disciplinary control over the claimants. These facts make it clear that administrative, financial and disciplinary control over the claimants vested with the contractor. The contract between the management and the contractor had not violated the provisions of any labour laws and in such a situation it cannot be said that the agreement entered into between the management and the contractor was sham and nominal. One cannot conclude that the contract was interposed with a view to avoid benefits available to the claimants under the labour laws.

25. Thrust of contention of the claimants has been that they are working with the management since long and jobs performed by them were of perennial in nature. It is not disputed on behalf of the management that work of house keeping was awarded to M/s Carewell Maintenance

enterprises and the claimants were deployed by the contractor at the premises of the management since 1986. It is not the case that the work, so awarded, was prohibited by the appropriate Government by issuance of notification under sub-section (1) of section 10 of the Contract Labour Act. The Contract Labour Act prohibits as well as regulates deployment of contract labour in certain services. Contract Labour has not been prohibited in maintenance services by the appropriate Government. Therefore, that fact that the claimants were deployed as contract labour would not persuade this Tribunal to order abolition of the contract labour, specially in the circumstances when the contractor is not found to be an agent of the principal employer. Therefore, I do not find it to be a case for issuance of a command to the management to abolish contract labour system in jobs of house keeping. Therefore, demand of All India General Karamchari Trade Union for regularisation of the services of the claimants with the management cannot be found to be just, valid and legal. Issues are, therefore, answered in favour of management and against the claimants.

Relief

26. In view of the findings recorded on issue No. 4 and 5, claimants are not entitled to relief of regularization of their services with the management. Their claim is liable to be dismissed, hence the same is dismissed. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dated : 25-6-2010

DR. R. K. YADAV, Presiding Officer

नई दिल्ली, 21 जुलाई, 2010

का.आ. 1965.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक, भुवनेश्वर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (संदर्भ संख्या 1/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2010 को प्राप्त हुआ था।

[सं. एल- 12012/236/2002-आईआर(बी-1)]

जोहन टोपनो, अवर सचिव

New Delhi, the 21st July, 2010

S.O. 1965.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Case. No. 1/2003) as shown in the annexure, in the industrial dispute between the management of State Bank of India, L.H.O., Bhubaneswar and their workmen, received by the Central Government on 21-7-2010.

[No. L-12012/236/2002-IR (B-I)]

JOHAN TOPNO, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR-COURT, BHUBANESWAR****AND****Present :**

Shri J. Srivastava,
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 1/2003**Date of Passing Award 9th July 2010****Between :**

1. The Chief General Manager,
State Bank of India, L.H.O.,
Jawaharlal Nehru Marg,
Bhubaneswar-751001.
2. The Dy. General Manager,
State Bank of India, Zonal Office,
Bhubaneswar (Orissa)-751002.

1st Party Managements**AND**

The President, State Bank of India
Employees Union, C/o. State Bank of India
Zonal Office, Bhubaneswar (Orissa)-751009

2nd Party-Union**APPEARANCES:**

M/s. H.K. Mohanty, For the 1st Party Managements.
Advocate

M/s. B.C. Bastia & For the 2nd Party Union
Associates, Advocate

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 has referred an industrial dispute existing between the employers in relation to the Management of State Bank of India, L.H.O., Bhubaneswar and their workman vide their letter No. L-12012/236/2002-IR(B-I) dated 23-12-2002 to the following effect.

“Whether the action of the Management of State Bank of India, Bhubaneswar for not regularizing the service of Shri Bijay Kumar Panda, Lift Operator who has rendered more than nine years of continuous service without any break against sanctioned regular post of Lift Operator and also not paying on the basis of scale of wages for the sub-staff w.e.f. 5-10-1993 is justified? If not, what relief the workman is entitled and from which date?”

The case of the 2nd Party-workman in brief is that he has been working as Lift Operator on temporary roll under the 1st Party-Management since 5-10-1993 in their Local Head Office at Bhubaneswar starting with a consolidated pay of Rs. 900 per month being enhanced from time to time to Rs. 2500 with effect from 1-4-1999. His appointment along with an other workman namely Shri Sunil Kumar Nayak was made against two permanent sanctioned posts of Lift Man. After the death of Shri Sunil Kumar Nayak on 23-7-1998 the disputant-workman has been operating both the lifts alternatively. The disputant-workman is a matriculate with I.T.I certificate in electrical trade having experience in operation of lift. He was engaged after due process of selection by the 1st Party-Management. He has been performing his duties assigned to him efficiently and diligently and there is no adverse remark of any kind against him. He has now rendered more than seventeen years of continuous unblemished service and in the process has lost his upper-age limit for employment elsewhere. But his services are not being regularized by the 1st Party-Management. The action of the 1st Party-Management by not allowing him appropriate pay scale and other service benefits at par with other employees of the bank is discriminatory and amounts to unfair labour practice prohibited under the Constitution. The disputant workman has the required qualification for holding the post of Lift Man and having been selected and even working against a regular sanctioned post he is not being considered for regular appointment. The disputant-workman with all force is entitled to regular appointment against the sanctioned post of Lift Man and for payment of regular pay scale and other service benefits from the date of his initial engagement in the said post.

The 1st Party-Management while denying the averments made in the statement of claim by the disputant-workman have stated that Shri B.K. Panda had never been engaged as Lift Operator on temporary roll in its Local Head Office at Bhubaneswar. He was engaged as an independent contractor on retainer basis for lift operation at its Zonal Office. His engagement was valid till the need of the 1st Party-Management. He was being paid by the bank a fixed consolidated amount agreed by him. There was no relationship of employer and employee between the 1st Party-Management and the disputant-workman. His pay was increased from time to time with the increase of price index of essential commodities and labour charges. It is false to allege that Shri Panda was appointed as a Lift Man through due process of selection against the permanent sanctioned post. Shri Panda admittedly being a matriculate and over qualified is not eligible for any such post in the subordinate cadre under the service of the bank. The allegation regarding recommending the name of the disputant-workman for regularization is false and denied. The case of Shri G.C. Sahu is not similar to the case of Shri Panda. As such Shri Panda is not entitled for any relief whatsoever.

In his rejoinder the disputant-workman has reiterated same allegations as made in his statement of claim and further added that for operation and maintenance of electrical lift I.T.I Trade in electrical line is essential and obviously a person without matric qualification cannot possess I.T.I certificate. Apart from operation of lift he also performs the duties of electrical maintenance of the bank as and when required. The disputant-workman is performing his duties himself during normal banking hours under the control and supervision of the 1st Party-Management and being paid his wages by the 1st Party-Management. Therefore, he is an employee/workman under the 1st Party-Management and he cannot be termed as an independent contractor under any canon of law.

On the aforesaid pleadings of the parties the following issues were settled.

ISSUES

1. Whether this Tribunal has jurisdiction to try this case?
2. Whether the services of the workman Shri Bijay Kumar Panda, Lift Operator can be regularized?
3. Whether Shri Bijay Kumar Panda, workman has got necessary qualification to be regularized against a permanent post?
4. If not, to what relief he is entitled to?

The 2nd Party-workman, Shri Bijay Kumar Panda has examined himself as W.W.-I and has also exhibited documents from Ext.-I to Ext.-11. The 1st Party Management, on the other hand, has examined two witnesses namely Shri G.L. Narasingham as M.W.-I and Shri Bed Prasad Satpathy as M.W.-2 and have not exhibited any documents in support of their case.

FINDINGS

ISSUE NO. I

This issue relates to the jurisdiction of this Tribunal to try the case. On perusal of the averments in the written statement it is no where gathered that the 1st Party Management has any challenge to the jurisdiction of this Tribunal. Therefore till issue seems to be redundant and is struck off and answered accordingly.

ISSUE NO. II

It is an undisputed fact that the disputant-workman was engaged by the 1st Party-Management as Lift Operator on temporary roll with effect from 5-10-1993 and has been continuing in the post without any break. But his services were not regularized inspite of the fact that he was engaged against sanctioned posts of Lift Man. M.W.-I Shri G.L. Narasingham has clearly stated in his deposition that "he has been engaged against a vacant post of a Lift Operator. In the month of Sept. 1993 two posts of Lift Operator were created and pending recruitment the workman was engaged on daily rated basis in the year

1993". M.W.-1 has further stated that till date the Management has not been able to recruit suitable persons to fill up the post of Lift Operator. The witness has admitted that since December, 2004 the bank is paying him the basic salary of a Lift Operator plus D.A. Except this he is not enjoying other service benefits of a regular post. In his cross-examination he has further admitted that the disputant-workman has been paid his arrears from November 2002 to June 2005 in respect of D.A., HRA., CCA etc. Ext.-10 is the copy of such arrear bill. It is also a fact that, the workman was allowed by the 1st Party-Management to avail Leave Travel Concession which is clearly evident from Ext.-11. Although the 1st Party Management's stand as to the nature of employment of the disputant-workman is not static but it is clear that he has been working on temporary basis uninterruptedly without any break since the period of his engagement and he is being paid by the bank itself. The Management Witness No.2. Shri Beda Prakash Satpathy, Manager (Fire Safety) when asked about the engagement of the disputant-workman against vacant post, he stated that since he was simply a duty detailer he cannot say whether his engagement was against a vacant post or not. Whatever may be the position, the disputant-workman, continuing on the post of Lift Man for several years when there is a sanctioned regular post cannot be denied his claim for regularization. The disputant workman has also deposed before this Tribunal that he was appointed on the basis of an interview but no appointment letter was issued to him. Ext.-3 shows that he was engaged on retainer basis and he is now getting basic salary with D.A., HRA, & CCA since December 2005. Ext.-1, 2 & 3 go to show that the posts of Lift Man were sanctioned prior to the engagement of the disputant-workman as Lift Man. The Hon'ble Supreme Court in the case of Bhagwati Prasad -Versus- Delhi State Mineral Development Corporation [LLJ-1990-(I) S.C. 320] has held that "once appointments were made as daily rated workers and they were allowed to work for a considerable length of time, it would be hard and harsh to deny them conformation in the respective posts on the ground that they lack the prescribed educational qualification. But here in the present case it is stated to be a case of over qualification. In the case of Mineral Exploration Corporation Employees Union-Versus - Mineral Exploration Corporation Ltd. & Another [LLJ 2006 (III) S.C. 482] the Hon'ble Supreme Court ruled out that the workman who had worked from 8 to 20 years could not be termed as temporary or casuals and directed their regularization after enquiry regarding genuineness of their claim for regularization. In view of the above, the disputant-workman Shri B.K. Panda can be regularized against the sanctioned post of Lift Operator. This issue is answered accordingly in favour of the disputant-workman.

ISSUE NO. III

The 1st Party-Management have averred in their written statement that assuming there is a post of

Lift Operator the same being of subordinate cadre for which the eligibility is under-matriculate, having passed Class-VIII, Shri Panda being admittedly a matriculate and over qualified is not eligible for any such post in the subordinate cadre under the services of the bank. This contention of the 1st Party-Management does not hold good, firstly because over qualification was not looked into and considered at the time of his initial engagement on the post of Lift Man and secondly, over qualification cannot become a disqualification subsequently. Ext.-3 shows that the 1st Party-Management had proposed to engage two temporary Lift Men with minimum I.T.I qualification and the I.T.I qualification cannot be held without passing matriculate examination as has been averred by the disputant-workman. Management Witness No. 1 Shri G.L. Narsingham has admitted in his cross-examination that “the workman has necessary qualification to be appointed as Lift Operator”. Therefore, it cannot be said that the disputant-workman Shri B.K. Panda has not got necessary qualification to be regularized in the post of Lift Man against sanctioned permanent post. He having necessary qualification is entitled for regularization of his services as Lift Man. This issue is answered accordingly in favour of the disputant-workman.

ISSUE NO. IV

From the foregoing discussions it is to be concluded that the disputant-workman Shri B.K. Panda is entitled for regularization of his services against a regular sanctioned post of Lift Man. Now the question arises as to from which

date this benefit is to be accorded to him. The Hon'ble Supreme Court has held in the case of N. Birendra Singh - Versus- L. Priyokumar Singh & Others [2006 (110) FLR 226 SC] that regularization of service is to be made with effect from the date on which the petitioner-appellants were appointed on adhoc basis. The Hon'ble Bombay High Court in the case of Bank of India -Versus- C.G.I.T., Bombay [LLJ (1) 2006 (Bom. 244] while making the terms more clear has held that regularization of service is required to be made from the date of availability of vacancies and if the concerned workmen had worked for years and put in 240 days service prior to such date, their regularization must be made from the date of availability of vacancies. In the instant case the disputant-workman has been continuing on the post of Lift Man since 5-10-1993. The regular posts of Lift Men were sanctioned prior to his engagement on 5-10-1993. Therefore his services are to be regularized with effect from his initial engagement i.e. with effect from 5-10-1993. In the result the disputant-workman is entitled to get his services regularized against the sanctioned regular post of Lift Man with effect from 5-10-1993 with all consequential service benefits including pay scale and other allowances.

The 1st Party-Management is accordingly directed to comply with the dictates of this Award within a period of three months.

Reference is answered accordingly.

Dictated & Corrected by me.

J. SRIVASTAVA, Presiding Officer